

PENDLETON COUNTY FISCAL COURT

February Term, February 12TH, 2008

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Gary Veirs, Alan Whaley, Bobby Fogle and Stacey Wells.

MEMBERS ABSENT None

COUNTY ATTORNEY: Jeffrey B. Dean,

Invocation was given by Judge/Executive Henry Bertram, followed by the Pledge of Allegiance.

In Re: Approval of Agenda.

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Judge/Executive Bertram added items 20a Bidding Blanket Creek Bridge project and 21a County Clerks bill as submitted for filing of Bid Bonds. Whereupon Squire Wells made a motion to approve the agenda as presented and amended, seconded by Squire Whaley, motion carried.

In Re: Approval of Minutes of January 22ND & January 25TH, Special Call, 2008 Fiscal Court Meeting.

Minutes of the January 22ND and Special Call January 25TH, 2008 Fiscal Court meeting were presented to the Court by Judge Bertram in the absences of Darlene Smeal, Fiscal Court Clerk. Two minor spelling corrections were made one the last name of Bill Mitchell and the second Tim Norton. Whereupon Squire Veirs made a motion to accept the minutes as presented, seconded by Squire Wells, motion carried.

In Re: Pendleton County Treasurer's Report, for the month of January, 2008.

Pendleton County Treasurer, Vicky King, submitted a written report for the month of January, 2008. This report was submitted for review final determination to be made at the next regular Fiscal Court meeting.

In Re: Recognize Dispatcher Tony Justice for his Outstanding Job Performance in the Delivery of a New Born Child.

Judge Bertram asks Dispatcher Tony Justice to come forward for presentation of an Outstanding Job Performance in the instructions to assist in the delivery of a new born child. A plaque was given to Dispatcher Justice.

In Re: Approve Increasing Basic Life Support Ambulance Fees in order To be somewhat closer to Other District and Counties.

Judge Bertram recommended an increase from three hundred and fifty dollars (\$350.00) to five hundred dollars (\$500.00) per ambulance run. He reported this would be more in line with other Districts and surrounding counties. He stated this is a lower fee than some others charge. Squire Whaley made a motion to increase the fee as recommended, seconded by Squire Fogle, motion carried.

In Re: Fill the Position of E911 Dispatch Employee Supervisor.

Judge Bertram reported that the position of E911 Dispatch Employee Supervisor needs to be filled and he suggested Dispatcher Teresa Rick fill the position. He reported that he has spoke with Mike Moore on this and he agrees with the recommendation. Judge Bertram stated the position was vacated by Jackie Stephens. Judge Bertram reported that Jackie Stephens had been a very dedicated employee. He stated he understood when an employee feels they need to better themselves and that is what Ms. Stephens feels she will be doing.

Squire Wells made a motion to appoint Teresa Rick as E911 Dispatch Employee Supervisor, seconded by Squire Veirs, motion carried.

In Re: Confirm Pendleton County Local Health Department Tax Rate for May 2007.

Judge Bertram presented a resolution of the Pendleton County board of Health establishing Public Health Tax Rate in the year of 2007 for Pendleton County Public Health Taxing District. He stated the approval was given during the August Fiscal Court meeting, but the Health Department needs the approval on their official form. Squire Veirs made a motion to approve the tax rate on the Official Health Department form, seconded by Squire Wells, motion carried.

Information recorded as follows:

**Three Rivers District Health Department
& Home Health Agency**
510 South Main Street
Owenton, Kentucky 40359
PH: (502) 484-3412
FAX: (502) 484-0864

January 14, 2008

Pendleton County Fiscal Court
C/o Hon. Henry Bertram
Pendleton County Judge Executive
233 Main St., Courthouse Room #4
Falmouth, KY 41040

Dear Fiscal Court:

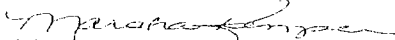
Please find enclosed for your records a copy of the Resolution of the Pendleton County Board of Health Establishing Public Health Tax Rate in the Year 2007.

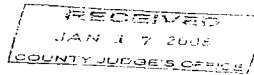
The Fiscal Court approves the tax rate by entry of an order on the Fiscal Court Order Book. Please send two attested copies of this order to:

Three Rivers District Health Department
510 S. Main Street
Owenton, KY 40359

Thank you for your cooperation.

Sincerely,


Marsha Kemper
Secretary



DALLAM CO. HEALTH CENTER
PH: (502) 607-2844

OWEN CO. HEALTH CENTER
PH: (502) 324-5733

CARROLL CO. HEALTH CENTER
PH: (502) 752-6641

PENDLETON CO. HEALTH CENTER
PH: (502) 484-0865

CR-62
(Rev. 9/02)

**RESOLUTION OF Pendleton COUNTY BOARD OF HEALTH
ESTABLISHING PUBLIC HEALTH TAX RATE IN THE YEAR OF 2007
FOR Pendleton COUNTY PUBLIC HEALTH TAXING DISTRICT
CREATED BY KRS 212.720**

The Pendleton County Board of Health met on the 7th day of MAY at Falmouth Kentucky.

MEMBERS PRESENT:

<u>Dorothy Nordheim</u>	<u>Gony Hall, DVM</u>	<u>Henry Bertram</u>
<u>Trena K. Mains</u>	<u>Jennifer Wright</u>	
<u>Malbert Cox</u>	<u>Mark Faulhaber</u>	

On motion by Mark Faulhaber duly seconded by Dorothy Nordheim and carried, the following resolution was adopted:

WHEREAS, by a vote of the electorate a public health taxing district for Pendleton County, Kentucky, was established pursuant to the provisions of KRS 212.720 et seq. of the Kentucky Revised Statutes and;

WHEREAS, the members of the county or city-county board of health are by virtue of their office the governing body of the public health taxing district and are authorized to perform all duties attendant thereto in addition to their duties as members of the county or city-county board of health; and

WHEREAS, the other tax levying authorities within the taxing district have not in the opinion of this Board of Health appropriated an amount sufficient to meet the public health needs of the Pendleton County Health Department nor an amount sufficient to meet the standards prescribed by the Cabinet for Health Services;

NOW, THEREFORE, BE IT RESOLVED that there is hereby levied a special ad valorem tax upon all property subject to taxation in Pendleton County, Kentucky as provided by KRS 212.725 et seq. at the rate of 5.5 cents per \$100 of the assessed valuation of all real property and at the rate of 5.5 cents per \$100 of the assessed valuation of all personal property; and at the rate of 5.5 cents per \$100 of the assessed valuation of all motor vehicles in Pendleton County as of January 1, 2007. The motor vehicle tax rate will be applicable to calendar year beginning January 1, 2008.

The fiscal court of Pendleton County, Kentucky, is hereby requested and directed to levy such tax as set forth in the resolution which shall be in addition to all other county ad valorem taxes and to cause the same to be properly placed upon the tax bills of all taxpayers liable therefor by the proper county officers and to direct the sheriff of Pendleton County, Kentucky, to collect, receive and remit the proceeds of this levy to the Pendleton County Board of Health and to do any and all other things necessary, requisite and proper in the premises.

The secretary is directed to deliver a duly certified copy of this resolution to the fiscal court of Pendleton County. Done at Falmouth Kentucky, on the 7th day of May, 2007.

<u>Dorothy Nordheim</u> Member	<u>Gony Hall</u> Member	<u>Henry Bertram</u> Member
<u>Trena K. Mains</u> Member	<u>Jennifer Wright</u> Member	
<u>Malbert Cox</u> Member	<u>Mark Faulhaber</u> Member	

I, Marsha Kemper Secretary of the Pendleton County Board of Health, certify that the foregoing resolution was adopted by said Board and Signed by its members whose names appear thereon at a meeting of said Board of Health at Falmouth Kentucky, on the 7th day of May, 2007.

Marsha Kemper
Secretary Pendleton County Board of Health

I, Wm. Hatcher, MD Commissioner, Department for Public Health, hereby certify that the foregoing resolution of the Pendleton County Board of Health imposing a special ad valorem public health tax levy in the amount of 5.5 per \$100 of the assessed valuation of all real property and at the rate of 5.5 cents per \$100 of the assessed valuation of all personal property in the Pendleton County for the year 2007; and at the rate of 5.5 cents per \$100 of the assessed valuation of all motor vehicles in the Pendleton County for the year 2008 is hereby approved by the Department for Public Health on this the 27 day of July, 2007.

Wm. Hatcher, MD
Commissioner, Department for Public Health

NOTE: A COPY OF THE OFFICIAL BOARD OF HEALTH MINUTES ESTABLISHING THE TAX RATE MUST ACCOMPANY THIS RESOLUTION WHEN SUBMITTED TO THE DEPARTMENT FOR PUBLIC HEALTH.

PENDLETON COUNTY FISCAL COURT AUGUST 23, 2007

2007 Real Estate and Tangible Tax Rates
2008 Motor Vehicle and Water Craft Tax Rates

Motions to set the following rates for Taxing Districts - 2008 Rates)

TAXING DISTRICT	REAL ESTATE	TANGIBLE	MOTOR VEHICLE	WATERCRAFT
Pendleton County	15.0	15.6	15.6	15.6
MV/MR Tax District	2.0	2.5	2.0	2.0

(Motion to enter into minutes that the following taxing districts have set 2008 Tax Rates as follows)

Pendleton County Library	5.3	9.82	3.0	3.0
Pendleton County Health Department	5.5	5.5	5.5	5.5
Pendleton County Extension Service	3.30	5.67	2.45	2.45
Pendleton County Soil Conservation District	1.2	None	None	None
Kenton Fire Protection District				
Northern Pendleton Fire District	15.0	15.0	None	None
Pendleton County Schools	51.7	51.7	55.0	55.0

(Rates are Per \$100 Assessment.)

In Re: Resolution Approving the District 6 Rural Secondary 2008 Program.

Judge Bertram presented and read a Resolution approving the District 6 Rural Secondary 2008/2009 Road Program. Squire Whaley made a motion to accept the resolution approving the District 6 Rural Secondary 2008/2009 Road Program, seconded by Squire Fogle, motion carried.
Resolution recorded as follows:

RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

RESOLUTION OF THE COUNTY OF PENDLETON, KENTUCKY,
FISCAL COURT APPROVING THE KENTUCKY
TRANSPORTATION CABINET'S RECOMMENDATIONS FOR
THE 2008-2009 RURAL SECONDARY PROGRAM

WHEREAS, The Kentucky Transportation Cabinet (the Cabinet), appeared before the County of Pendleton Fiscal Court (the County) on January 22, 2008 and presented the Cabinet's recommendations for the 2008-2009 Rural Secondary Program; and

WHEREAS, the County has reviewed the recommendations of the Cabinet and agrees with said recommendations;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY OF PENDLETON FISCAL COURT, AS FOLLOWS:

The County hereby approves the Kentucky Transportation Cabinet's recommendations for the 2008-2009 Rural Secondary Program as they pertain to Pendleton County, Kentucky as presented on January 22, 2008 .

This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED: February 12, 2008.

HENRY W. BERTRAM
PENDLETON COUNTY
JUDGE EXECUTIVE

ATTEST:

PENDLETON COUNTY CLERK

BY: _____ D.C.

In Re: Confirm the Mutual Aid Agreement with Boone County Jail.

Judge Bertram presented a Resolution of and by the Pendleton County Fiscal Court Whereby Pendleton county will house its inmates in the Boone County Detention Center. Discussion held. Squire Wells made a motion to approve the Mutual Aid Agreement with Boone County Jail as presented, seconded by Squire Whaley, motion carried.
Information recorded as follows:

RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION OF AND BY THE PENDLETON COUNTY FISCAL COURT
WHEREBY PENDLETON COUNTY WILL HOUSE ITS INMATES IN THE BOONE
COUNTY DETENTION CENTER.

WHEREAS, It is the Pendleton County Fiscal Court's responsibility per the Kentucky Revised Statute to house its inmates in a safe and suitable detention facility, and

WHEREAS, Pendleton County has no detention center of its own to house inmates, and

WHEREAS, Boone County Detention Center has agreed to house Pendleton County inmates at a cost of \$35.00 per day, and

WHEREAS, Boone County Detention Center has asked that certain stipulations be met as to the housing of Pendleton County inmates,

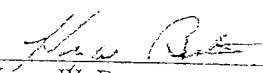
NOW, THEREFORE, BE IT RESOLVED that the Pendleton County Fiscal Court agrees as follows:

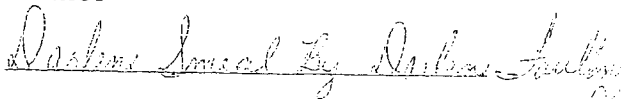
1. Boone County will accept for placement, inmates from Pendleton County.
2. In consideration Pendleton County will pay Boone County the sum of \$35.00 per calendar day or portion thereof for each inmate.
3. Pendleton County officials shall assume all responsibility of transportation of its inmates to and from Boone County Detention Center.
4. Pendleton County will be liable for all medical and dental expenses incurred by it's criminal inmates, unless medical expenses are caused or necessitated by the second party's operation of said Boone County Detention Center.
5. Boone County Detention Center will bill Pendleton County for the expenses enumerated herein on a monthly basis. Pendleton County agrees to pay said bill no later than thirty (30) days after its receipt.
6. Prior to the acceptance of any inmate by the Boone County Detention Center, Pendleton County agrees to fully apprise the Boone County Jailer of relevant background information pertaining to the inmate, including medical history, pre-existing conditions, known psychological or psychiatric problems, changes pending before the court or disposition by the court.
7. The Boone County Detention Center may refuse any inmate in need of emergency medical or psychological treatment per KRS 71.040. If any inmate has a blood alcohol of .25% or higher, he must be taken by the arresting officer to receive medical treatment prior to coming to the Boone County Detention Center.
8. Pendleton County agrees that all Pendleton County elected officials will refer any comments or news media questions related to the Boone County Detention Center or the housing of Pendleton County inmates in Boone County, to Boone County officials, or to K.A.C.O. attorneys representing either county.

The adoption shall take place upon approval and passage of this resolution. This resolution may be amended upon any agreed upon changes to the aforementioned condition.

Done during a regular scheduled fiscal court meeting at Falmouth, Kentucky, August 9, 2005.

ATTEST


Henry W. Bertram
Pendleton County Judge/Executive


Rachel Smoot By Rachel Smoot
Fiscal Court Clerk

County Jail Mutual Aid Agreement

This is an agreement between counties for the purpose of authorizing counties to receive and render mutual aid to each other in a variety of situations involving one or more counties with a jail housing prisoners for one or more other counties that may or may not have a jail.

This agreement addresses following four situations: (1) Where a county without a jail needs to house all of its prisoners in another county jail or jails; (2) Where a county with a jail that has become overpopulated needs to house a portion of its prisoners, and/or prisoners it houses for another county or the state, in another county jail or jails; (3) Where a county with a jail needs to house one or more of its own prisoners, and/or prisoners it houses for another county or the state, in another county jail because of special safety or security concerns; and (4) Where an emergency situation at one county jail creates a need for the emergency evacuation and relocation of its prisoners, and/or prisoners it houses for another county jail or the state or federal government, to be evacuated and relocated to another county jail or jails.

Parties: It is contemplated that multiple counties will enter in to this agreement, including some counties without jails that will need aid, some counties with jails that will need aid, and some counties with jails that will render aid; consequently, a given county's rights and obligations under this agreement depend on whether circumstances designate it as "a county rendering aid" or as "a county in need of aid", which may further be broken down into "a county in need of aid without a jail" and "a county in need of aid with a jail".

Definition of "county prisoner": Any prisoner Eighteen (18) years of age or older who is being held in custody in connection with any criminal or civil contempt charges that are pending in, or where a sentence has been imposed by, the state district or circuit court of a county in need of aid, provided that the prisoner is not otherwise a state or federal prisoner.

Definition of "state prisoner": Any prisoner Eighteen (18) years of age or older who is in the custody of the Kentucky Department of Corrections.

Definition of "federal prisoner": Any person Eighteen (18) years of age or older who is in the custody of the federal government.

State Prisoners: Unless otherwise agreed by the jailers of both a county in need of aid and a county rendering aid and subject to the approval of the Kentucky Department of Corrections, as soon as a county rendering aid accepts custody of a state prisoner for a county in need of aid under this agreement, the state prisoner shall be deemed to have been transferred from the county in need of aid to the county rendering aid for all intents and purposes.

Federal Prisoners: Unless otherwise agreed by the jailers of both the county in need of aid and county rendering aid and subject to the approval of the appropriate federal authorities, as soon as the county rendering aid accepts custody of a federal prisoner for a county in need of aid under this agreement, the federal prisoner shall be deemed to have been transferred from the county in need of aid to the county rendering aid for all intents and purposes.

Treatment of County Prisoners: County prisoners from the county in need of aid who are booked in to the jail of the county rendering aid shall receive substantially the same treatment as prisoners of the county rendering aid and have the same rights and responsibilities as the prisoners of the county rendering aid.

Rate of pay for county prisoners: A county in need of aid agrees to pay a county rendering aid at the per diem rate set by the Kentucky Department of Corrections for housing Class D prisoners in county jails, excluding the daily medical allotment for each county prisoner housed by the county in need of aid by the county rendering aid. As of the date of the first draft of this agreement the per diem rate set by the Kentucky Department of Corrections, excluding the daily medical allotment is Twenty-Nine and 00/100 Dollars (\$29.00) per day. Unless a preexisting contract for per diem already exist. A county in need of aid agrees that the rate of pay for county prisoners will automatically increase corresponding to increases in the per diem rate periodically set by the Kentucky Department of Corrections for housing Class D prisoners in county jails, excluding the daily medical allotment.

Calculation of a Day: The per day charge shall apply for each calendar day a county prisoner is housed, starting on the calendar day the prisoner is booked in even if it be one minute before midnight, regardless of whether a prisoner is held for all or only a part of the day or is released immediately after being booked-in, and ending on the calendar day the county prisoner is released, even if it be one minute after midnight.

Use of Other Jails: A county in need of aid, with or without a jail, reserves the right to simultaneously contract with any other county to house all or any portion of its prisoners.

Refusal of Prisoners: A county rendering aid has the right to refuse to accept any prisoner, including but not limited to any of the following situations: (1) when the jail becomes dangerously overpopulated; (2) when a prisoner is in need of immediate medical or psychological treatment; and (3) when a prisoner poses an extreme risk to the security of the detention center.

Inmate Billing Invoice: A county rendering aid shall submit a monthly inmate billing invoice to each county or counties in need of aid for whom the county rendering aid is housing county prisoners, and county or counties in need of aid shall promptly pay the amount due to the fiscal court of the county rendering aid.

Medical Bills: A county receiving aid shall be responsible for paying for necessary healthcare that is provided to its prisoners while housed at the jail of the county rendering aid, including but not limited to the cost of medication, doctor bills, dental bills, hospital bills, ambulance bills, etc.

Medical Co-payments: A county rendering aid shall be allowed to charge the county prisoners of the county in need of aid reasonable medical co-payments.

Booking Fees: A county rendering aid shall not be allowed to charge a county prisoner of a county in need of aid a booking fee if the county prisoner is being transferred from another county jail due to overcrowding, special safety or security concerns, or emergency evacuation and relocation; however, a county rendering aid shall be allowed to charge a county prisoner of a county in need of aid a reasonable booking fee in all other cases, including the first booking after arrest and the a booking after being transferred from another facility on an arrest warrant issued out of a county in need of aid.

Medical Transports & Hospital Security: A county rendering aid shall transport and provide security for prisoners of a county in need of aid for the purpose of obtaining both routine and emergency medical treatment; however, a county in need of aid shall reimburse the county rendering aid the cost of providing security personnel for the prisoners of the county in need of aid who are admitted to the hospital; furthermore, in the event a prisoner for the county in need of aid is admitted to a hospital or requires medical or psychiatric treatment outside of the county rendering aid, it shall be the responsibility of the

rendering aid for the cost of providing transportation and/or security personnel.

Court Transports & Security: It shall be the responsibility of a county in need of aid to provide transportation and/or security personnel for court appearances by their own county prisoners in the District and Circuit courts of the county in need of aid.

Emergency Evacuation and Relocation Security: In the event of an emergency evacuation and relocation, a county in need of aid may be required to provide additional security personnel to the jail rendering aid until the jail rendering aid has accepted custody of all prisoners relocated from the jail in need of aid.

Effective Date: This agreement contemplates that multiple counties will enter in to it, and that therefore multiple signature pages may be used and attached to this agreement, and that there will be multiple effective dates consisting of the dates that either the judge executive and/or jailer signs the signature page of this agreement, provided that the judge executive and/or jailer is each authorized by their respective fiscal courts to enter in to this agreement, which by their signatures they thereby swear or affirm.

Termination: This agreement can be terminated by any party by written notice to the other parties signed by the jailer of the terminating county.

Boone County

Dated: 1/29/08

By: Edward Rindell
Boone County Jailer

Campbell County

Dated: 1/29/08

By: Henry A. Budder
Campbell County Jailer

Carroll County

Dated: 1/29/08

By: Michael W. Humphrey
Carroll County Jailer

Pendleton County

Dated: 1/29/08

By: Kenneth Wells
Pendleton County Jailer

In Re: Approve Engagement Letter with Tim Theissen to Assist Fiscal Court with Compiling the Zoning Ordinance.

Judge Bertram presented the engagement letter with Attorney Tim Theissen to Assist Fiscal Court with compiling the Zoning Ordinance. Discussion held. Squire Wells made a motion to approve the letter as presented, seconded by Squire Veirs, motion carried. Information recorded as follows:



MURKEL BERLANT
WILLIAM N. STRAUSS
LARRY A. NEUMAN*
WILLIAM S. ABERNETHY, JR.
THOMAS C. RINK
FRANKLIN A. KLANE, JR.*
WILLIAM R. JACOBS
DANIEL H. DEMMERLE, II*
JAMES G. HELDMAN
STUART C. BRIDON*
MARTIN C. BUTLER*
R. GUY TAFT
ANN W. GERWIN
RICHARD S. WAYNE
PAUL R. CALICO*

ANDREW M. HIGHT
CEALDIA G. ALLEN
TIMOTHY B. THEISSEN*
WILLIAM K. FLONN*
CHARLES C. ASHDOWN
MARILYN J. NUAG
THOMAS L. STACHLER
ANTHONY M. BARLOW
MARSHALL K. DOSKER*
SHAWN M. YOUNG
AUGUST T. JANSZEN*
PETER A. SMITH*
THOMAS R. GLASS*
MICHAEL A. RUTL, JR.*
MICHAEL B. STONER

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NICOLE M. LUNDRIGAN
JASON D. TONNE*
WILLIAM O. WILLIAMSON*
JOHN M. LEVY
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RYANA A. HALL
M. RYAN KRISHAM
BRYAN M. BUTLER
ANDREA E. YANG

JOE ESCHERL
SAMUEL M. ALLEN*
GORDON H. HODGE*
LEON L. WOLF
PAUL J. THEISSEN*
DIANE SCHNEIDERMAN
CHARLES H. MELVILLE
PHILOMENA S. ASHDOWN
ANDREW R. GIANDRELLA*

*Also Licensed to Practice in Kentucky

January 31, 2008

Hon. Henry Bertram
c/o Pendleton County Fiscal Court
223 Main St., Room 4
Palmouth, KY 41040

Re: Engagement Agreement

Dear Hon. Bertram:

Strauss & Troy welcomes the opportunity to work with and for you in connection with the legal matter about which you have contacted us. This letter provides important information about the terms of our representation and our standard practices and procedures.

Our work may include, as appropriate, meetings, correspondence, telephone communications, office conferences, factual investigations, legal research, preparation of documents, discussions and negotiations with other parties, and travel. To the extent litigation is involved, we will also prepare and file pleadings and enter appearances before the appropriate courts or administrative bodies.

We are aware that the legal matters you entrust to us are very important to you. We will do our best to keep you advised about the progress of matters we are handling, and we will ask you to participate in decisions about how they are handled. We understand that if you have questions, it is important for us to follow up with you as quickly as possible. If the person you are attempting to reach is in the office, he or she will attempt to return your calls the same day. If the person you are trying to reach is not available and you need to speak with someone else, please advise the receptionist, who will locate someone else to speak with you. If at any time you have concerns about matters we are handling, please tell us so that we can promptly address and resolve any problems.

Our ability to represent you effectively depends on the accuracy of the information we receive. Thus, it is important for you to provide us with all relevant details, even those that may be negative or adverse to your position. During the course of our representation, we may ask you to assist us in various ways, by locating documents or information, for example. Your prompt assistance will be appreciated.

RECEIVED
FEB - 4 2008



Hon. Henry Bertram
January 31, 2008
Page 2

Our representation is by mutual agreement. This means that you can terminate our services at any time by giving written notice. We can discontinue our services if you do not make timely payment of our statements or if other reasons prevent us from continuing to represent you. In litigation, it may be necessary to obtain court approval, and we will provide prior notice before seeking such approval. If our representation is terminated, we will, of course, cooperate in transferring your file to new counsel of your choosing. If you terminate our services or if we discontinue representation, you are responsible for our fees and expenses through the date of termination. Under our document retention policy, most files are destroyed ten years after a matter is closed, unless other arrangements have been made in writing.

In the absence of a different agreement regarding billing, you will be billed monthly based on the hourly rates of the legal professionals who have worked on matters for you. We will provide you with our current hourly rates upon request. Such rates are typically adjusted once or twice yearly and our current rates range from \$85 to \$475 an hour. We will, at your request, estimate fees for a given project. However, estimates by their nature are based only upon facts and circumstances known at the time of the estimate, which facts and circumstances may change. Such estimates are not to be considered binding. We may request a retainer to be applied against future billings.

In addition to legal fees for our time, you are also responsible for certain costs we incur on your behalf. Such costs will be included on your monthly statement and may include charges for photocopies, faxes, filing fees, long-distance telephone charges, computerized legal research, and travel. Payment for our fees and costs is due within 30 days of the date of the billing statement. To the extent permitted by law, unpaid accounts are subject to a service charge of 1% per month until paid in full.

If you have questions regarding any aspect of our representation, please call Timothy B. Theissen, the attorney with primary responsibility for this matter. We also encourage you to visit our website for more information about Strauss & Troy's services and attorneys: www.sstrausstroy.com.

Thank you again for selecting Strauss & Troy for your legal needs. We look forward to working with you.

Very truly yours,

STRAUSS & TROY

William L. Woods
William L. Woods
Executive Director

STRAUSS & TROY, L.P.A.
POLICY NOTICE REGARDING
PRIVACY OF FINANCIAL INFORMATION

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and we will continue to do so.

In the course of providing our clients with income tax, estate tax, and gift tax advice, transactions involving the purchase and sale of real estate, and other business transactions, we receive significant personal financial information from our clients. If you are a client of Strauss & Troy, L.P.A. you should know that all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you for the purpose of the services to be provided, or as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and in, some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

We may also contract with other third parties to perform services for your benefit, such as photocopying documents or other file-related tasks. When necessary, we will only disclose the information necessary for the third party to carry out its agreed responsibilities. We require these third parties to treat your personal information, and our information regarding your matters, as confidential."

Thank you for the continuing opportunity to serve any need you have for professional legal services.

46716

In Re: Approve an Addendum to Memorandum of Understanding for the New Justice Center
Increasing the Justice Center Project from a \$2,000,000.00 Project to a \$12,000,000.00 Project.

Judge Bertram presented and explained the addendum to the Memorandum of Understanding for the New Justice Center increasing the Justice Center Project from a \$2,000,000.00 (two million dollar) renovation project to a new Justice Center at \$12,000,000.00 (twelve million dollar) project. Whereupon Squire Veirs made a motion to approve the addendum to the Memorandum of Understanding for the New Justice Center, seconded by Squire Fogle, motion carried. Information recorded as follows:

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
 ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND THE PENDLETON
 COUNTY FISCAL COURT (COUNTY)

WHEREAS, pursuant to KRS 26A.160 and the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management ("AP, Part X") as adopted by the Chief Justice of the Kentucky Supreme Court, AOC entered into a Memorandum of Understanding with the County Fiscal Court, dated June 26, 2001 prior to inclusion in the Judicial Branch Budget request; and

WHEREAS, pursuant to the AP, Part X, the AOC and County entered into an Addendum concerning this project in August 2005; and

WHEREAS, the scope of the Project as authorized by the 2005 General Assembly included a project cost of \$2,228,000.00 and a maximum use allowance of \$199,900.00; and

WHEREAS, the scope of the Project was increased by the 2006 General Assembly, which authorized an additional \$8,010,100.00 in project costs and an additional \$716,000.00 in use allowance, such that the total project cost is \$10,238,100.00 and the maximum use allowance is \$915,900.00; and

WHEREAS, Section V of the Memorandum of Understanding provides for Amendment by the AOC and County, as necessary;

NOW, THEREFORE, the AOC and the County mutually agree that this Addendum amends the attached Memorandum of Understanding accordingly for the purpose of incorporating the additional amounts authorized by the 2006 General Assembly.

WITNESS THE AGREEMENT of the AOC and the Court as attested by their signatures affixed hereon.

County Judge Executive
 Pendleton County

Date

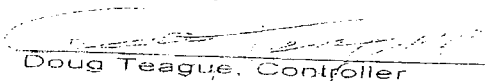
Jason Nemes, Director
 Administrative Office of the Courts

Date

Garlan Vanhook, Facilities General Manager

Date

Reviewed by:


Doug Teague, Controller

Date

Examined as to Form and Legality:


Office of General Counsel
Administrative Office of the Courts

Date

MEMORANDUM OF UNDERSTANDING

WHEREAS, pursuant to KRS 26A.090 to 26A.168, inclusive ("the Act"), the Administrative Office of the Courts ("AOC") is charged with the responsibility of providing facilities for the Court of Justice ("Courts") in each county of the Commonwealth of Kentucky;

WHEREAS, Pendleton County ("County") wishes to provide facilities for the holding of Court in said County;

WHEREAS, the AOC has identified a need for a court facility construction project ("Project") for the County, and has included the Project in the Judicial Branch 2002-2008 Six-Year Capital Plan ("Six-Year Capital Plan");

WHEREAS, the AOC and the County wish to coordinate efforts for the construction of said Project in the most cost effective manner possible;

WHEREAS, pursuant to KRS 26A.160(1), 26A.160, the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management Guide ("AP Part X") has been adopted by the Supreme Court which shall govern all phases of the project. AP Part X, Sections I and II, shall be made a part of this MOU. When Sections III and IV of the AP Part X are complete, they shall become a part of this MOU by signed amendment;

WHEREAS, the County and the AOC agree that AP Part X shall govern all phases of the project;

WHEREAS, KRS 26A.160(3) requires the execution of a Memorandum of Understanding between the AOC and the County;

NOW, THEREFORE the AOC and the County mutually agree as follows:

1. Scope of Services:

The AOC and the County understand and agree that the Project will be considered for inclusion in the Judicial Branch 2002-2004 Budget Request for possible funding authorization by the 2002 General Assembly. The Project consists of the following:

Renovation of the courthouse and construction of an addition, consisting of approximately 17,900 gross square feet, with a court occupancy of 100%, with the total preliminary Project costs not to exceed \$ 2,030,000.

The preliminary costs include: land purchase (if necessary), site survey/preparation/demolition, construction costs (including construction managers), telecom/network infrastructure, project contingency, financing costs associated with the issuance of bonds (including financial advisors), bond counsel and trustee fees, all other professional fees, and any other related costs not specifically identified herein. The Project scope shall not exceed the amount listed in the Judicial Branch Budget Request/Recommendation or as modified by the 2002 General Assembly; or as increased and approved under KRS 26A.166. The use allowance payment shall be determined as if the term shall be twenty (20) years and any exceptions to a twenty (20) year limitation must comply with the requirements of KRS 26A.162. Further, any use allowance payments should begin in accordance with the final schedule of bond payment dates, after the AOC has inspected the premises, and given express written acceptance of the Project, a certificate of substantial completion has been issued, and a certificate of occupancy has been issued by the Kentucky Department of Housing, Building and Construction.

A. Obligations of the AOC:

1. Pursuant to KRS 26A.090, 26A.115(2) and 26A.162(1), the AOC shall pay a use allowance for the Project based upon the court's proportional share of the annual principal and interest costs in connection with the construction of the facility, but not to exceed the amount authorized by the 2002 General Assembly, unless

Page 2

otherwise modified.

2. Pursuant to KRS 26A.160 the AOC has developed uniform contracts to be used by the County when procuring architectural, construction, financial and other services related to the Project. These contracts are detailed in AP Part X. The AOC shall review and approve any contract or modification thereto relating to the design, financing, or construction of the project authorized by the General Assembly prior to execution. AOC shall be required to maintain a copy of said contract.
3. Whenever the terms of this MOU provide for approval by the AOC, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by AOC in a timely fashion.
4. The AOC Court Facilities staff will assist the County in all phases of the project including oversight of the design, financing, construction, and maintenance and operation pursuant to KRS 26A.160 (1)(2).
5. The obligations of the AOC are subject to biennial appropriations of the General Assembly.

B. Obligations of the County:

1. The County, through the Project Development Board (as defined in the AP, Part X), shall exercise its best efforts to supervise, manage, operate and/or maintain all activities for the Project within the scope of this MOU in accordance with AP, Part X.
2. The County agrees to be diligent in facilitating activities of the Project Development Board that are set forth in Paragraph 1 above. The County further

Page 3

agrees any undue delay in Project completion caused by its lack of diligence, which results in delayed occupancy by the courts, may result in reimbursement to the AOC for any use allowance payment made prior to actual occupancy of the Project.

3. The County agrees to advertise to contract for all architectural, construction and financial services as outlined in the AP, Part X. The advertisement shall be printed in at least two newspapers of general statewide circulation and the county's local newspaper where legal advertisements are printed.
4. The county understands and agrees that any pre-existing oral or written contract for professional services relating to the Project will not be recognized by AOC.
5. The County agrees to use only AOC forms, contracts or amendments.
6. The County understands and agrees that AOC shall review and approve any contract, or modification thereto, prior to its execution.
7. The County agrees to comply with AP, Part X, and any amendments thereto.
8. The County agrees that the procurement of construction management services must be approved by the AOC and in accordance with AP, Part X.
9. The County agrees to ensure that proper application and documents are filed on behalf of the Project to establish wage grade. This information shall be included in the contract documents.
10. The County acknowledges that it will implement its program for development of the Project through a Corporation established pursuant to KRS 58.180 and 273.161 to 273.390, inclusive. The Corporation will act on behalf of the County to own, finance and construct the Project through a holding company plan of

Page 4

financing. The County understands and agrees that this MOU must be amended to add the County's Corporation as a party to the Agreement. The County shall give notice to the AOC within 14 days of the filing of its Articles of Incorporation of the need to amend the MOU. The Corporation shall be subject to the same terms as the County to this Agreement.

11. The County agrees that all use allowance payments will be deposited electronically, by the AOC, into the Bond/Debt Service/Sinking Fund established by the Mortgage Deed of Trust and administered by the trustee designated by the County.
12. The County agrees it shall require the trustee to supply to the AOC a monthly accounting of all funds established under the Mortgage Deed of Trust in accordance with AP, Part X. AOC may review, at any time, any and all financial documents.
13. The County agrees that all Project change orders must be submitted to AOC for review and approval prior to said change being initiated in accordance with AP, Part X.
14. The County agrees that the AOC shall approve any change in the occupancy of the project at any phase of the project and thereafter. Further, the County agrees that the AOC has the right to refuse any change which would deem the space to be unacceptable or would increase the AOC's use allowance payment or reduce AOC special assignment.
15. The County agrees that prior to occupancy, the AOC shall control and approve all assignments of space in a 100% court facility.

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C. Operating Costs Allowance:

1. The County shall be paid an operating costs allowance administered by the Administrative Office of the Courts.
2. "Operating costs allowance" means compensation equivalent to the annual expenses borne by the unit of government for utilities (lighting, heating and air conditioning, electricity and other utilities, excluding telephone), janitorial service, rent, property insurance, and necessary maintenance, repair, and upkeep of the court facility which do not increase the permanent value or expected life of the court facility, but keeps it in efficient and dignified operating condition, and, at the election of the Administrative Office of the Courts, capital costs of interior or mechanical renovations for the benefit of the court as in accordance with KRS 26A.115.
3. The precise amount paid for operating costs allowance shall be computed by allocating to the Court of Justice its proportionate share of each category according to the relative portion of the floor space in the facility which is occupied by the Court of Justice. Compensation shall be calculated on an annualized basis, may be in the form of rental per square footage, and shall be paid quarterly. Actual costs shall be verified on an annual basis and adjusted accordingly. In the event a project is a shared facility, and should the availability of space provided to the Court of Justice be limited by the County to a part-time basis, the compensation shall be apportioned according to the number of days or partial days per week in which it is made available, one (1) day or partial day per week being considered as one-fifth (0.2) of the time.
4. The County agrees the facility shall be maintained in a dignified state fitting and deserving of the Commonwealth of Kentucky Court of Justice. The County agrees to

Page 6

evaluate the use of building maintenance contracts in comparison to County provided services to provide efficient and cost effective services for the operation and maintenance of the Project. If operation and maintenance services furnished by the County are found to be unsatisfactory and do not meet the needs of the AOC, the AOC may at its discretion contract for these services directly.

II. Length of Contract:

This Memorandum of Understanding shall commence on the 24 day of June, 2001, and expire when occupancy of the Project by the Court of Justice terminates.

III. Breach of Contract:

Any cost associated with any breach of this MOU shall be borne by the party committing the breach.

IV. Choice of Law and Forum Provision:

All questions as to the execution, validity, interpretation, construction and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the County and the AOC agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

V. Amendment Clause:

This MOU may be amended by the AOC and the County as may be necessary. Any such amendment must be made in writing and agreed to by each party.

VI. Cancellation:

This MOU may not be canceled by either party unless the Court of Justice ceases to occupy the facility.

WITNESS THE AGREEMENT of the AOC and the County as attested by their signatures
affixed hereon.

[Signature] 6/24/01
County Judge Executive
Pendleton County Date

[Signature] 8-7-01
Cecily Jaracz-Cambert, Director
Administrative Office of the Courts Date

[Signature] 8-26-01
Garlan Vanhook, Facilities General Manager
Administrative Office of the Courts Date

Reviewed:

[Signature] 8-30/01
Lee Guice, Controller
Administrative Office of the Courts Date

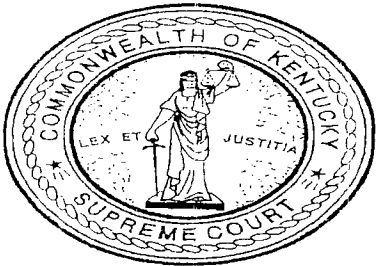
Examined as to Form and Legality:

[Signature] 9/10/01
Office of General Counsel
Administrative Office of the Courts Date

Document Prepared By:

[Signature] 10/30/01
Name/Title Date

Page 8



Commonwealth of Kentucky
Court of Justice

Judicial Branch Capital Plan
2002~2008

AOC CONSTRUCTION FILE
COUNTY: Pendleton
FILE CODE: 005
SUBMITTED BY: [Signature]
DATE: 8/24/01

Addendum to Memorandum of Understanding

Between Pendleton County and the
Administrative Office of the Courts

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND THE
PENDLETON COUNTY FISCAL COURT (COUNTY)

WHEREAS, pursuant to KRS 26A.160 and the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management ("AP, Part X") as adopted by the Chief Justice of the Kentucky Supreme Court, AOC entered into a Memorandum of Understanding with the County Fiscal Court, dated June 26, 2001 prior to inclusion in the Judicial Branch Budget request; and

WHEREAS, the Project was included in the Judicial Branch 2002-2004 Budget Request for funding; and

WHEREAS, the Project funding was not authorized until the 2005 General Assembly; and

WHEREAS, the scope of the Project as described in the Memorandum of Understanding and as authorized by the 2005 General Assembly is as follows:

Construction of a courthouse addition consisting of approximately 7,545 gross square feet, with a court occupancy of 100% with the total preliminary project cost not to exceed \$2,228,000; and

WHEREAS, Section V of the Memorandum of Understanding provides for Amendment by the AOC and County, as necessary;

NOW, THEREFORE, the AOC and the County mutually agree that this Addendum will constitute a continuation of the attached Memorandum of Understanding until the Court of Justice terminates its occupancy of the Project.

WITNESS THE AGREEMENT of the AOC and the County as attested by their signatures, affixed hereon.

[Signature] _____
County Judge Executive
Pendleton County Date

[Signature] _____
Melinda L. Wheeler, Director
Administrative Office of the Courts Date

[Signature] _____
Garian Vanhook, Facilities General Manager Date

Reviewed:

[Signature] _____
Doug Teague, Budget Director Date

Examined as to Form and Legality:

[Signature] _____
Office of General Counsel
Administrative Office of the Courts Date

Document Prepared By:

[Signature] _____
Name/Title Date

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND THE PENDLETON
COUNTY FISCAL COURT (COUNTY)

WHEREAS, pursuant to KRS 26A.150 and the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management ("AP, Part X") as adopted by the Chief Justice of the Kentucky Supreme Court, AOC entered into a Memorandum of Understanding with the County Fiscal Court, dated June 26, 2001 prior to inclusion in the Judicial Branch Budget request; and

WHEREAS, pursuant to the AP, Part X, the AOC and County entered into an Addendum concerning this project in August 2005; and

WHEREAS, the scope of the Project as authorized by the 2005 General Assembly included a project cost of \$2,228,000.00 and a maximum use allowance of \$199,900.00; and

WHEREAS, the scope of the Project was increased by the 2006 General Assembly, which authorized an additional \$8,010,100.00 in project costs and an additional \$716,000.00 in use allowance, such that the total project cost is \$10,238,100.00 and the maximum use allowance is \$915,900.00; and

WHEREAS, Section V of the Memorandum of Understanding provides for Amendment by the AOC and County, as necessary;

NOW, THEREFORE the AOC and the County mutually agree that this Addendum amends the attached Memorandum of Understanding accordingly for the purpose of incorporating the additional amounts authorized by the 2006 General Assembly.

WITNESS THE AGREEMENT of the AOC and the Court as attested by their signatures affixed hereon.

County Judge Executive
Pendleton County

Date

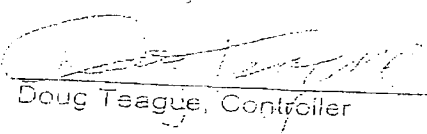
Jason Nemes, Director
Administrative Office of the Courts

Date

Garlan Vanhook, Facilities General Manager

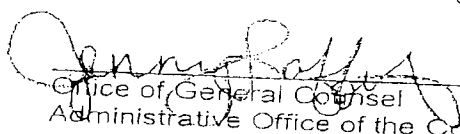
Date

Reviewed by


Doug Teague, Controller

 1/29/08
Date

Examined as to Form and Legality:


Office of General Counsel
Administrative Office of the Courts

1/29/08
Date

In Re: Approve Clerk and Sheriff's Excess Fees.

Judge Bertram presented the Pendleton County Clerk's and the Pendleton County Sheriff's excess fees. Judge Bertram stated the excess fees are substantially more than anticipated. This off sits some other revenue problems that had shortages. Judge Bertram stated the extra received from the Clerk should be turned over as excess fees for the next two years but then the legislation will change and come through a different way.

Discussion held. Squire Fogle made a motion to accept the Pendleton County Clerk's and the Pendleton County Sheriff's Excess Fees as presented, seconded by Squire Whaley, motion carried, Information recorded as follows:

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2007

Pendleton County Clerk

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1 2007 Fee Account Budget Estimate	Column 2 2007 Fee Account Actual	Column 3 2006 fee account Account	Column 4 fee acct Account	Column 5 Account
1. Beginning Balance Plus Receipts YTD	\$2,544,309.78	\$2,932,493.23			
2. Total Disbursements YTD	\$2,515,493.07	\$2,862,334.75			
3. Book Balance/Excess Fees	\$28,816.71	\$70,158.48	\$0.00	\$0.00	\$0.00
4. Bank Statement Balance		\$161,449.80			
5. Plus Deposits in Transit		\$13,213.93			
6. Less Outstanding Checks		\$104,505.25			
7. Other					
8. Reconciled Bank Balance		\$70,158.48	\$0.00	\$0.00	\$0.00
9. Accounts Receivable as of 12/31		\$0.00			
10. Unpaid Obligations as of 12/31		\$0.00			
11. Excess Fees		\$70,158.48			

Instructions: This form is the required format for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and following approval submit to the state local finance officer. QUARTERLY REPORT: The quarterly report is cumulative. Show the status of all funds in the official's charge during calendar year to date in Part One. Line 1 Show total receipts on a cash basis for the year to date including any beginning balances for all accounts. Show current year fee account in column 2 as calculated in Part Three of report. Line 2 Show total disbursements on a cash basis for the year to date for all accounts. Show current year fee account in column 2 as calculated in Part Three of report. Line 3 Show difference between lines 1 and 2 for all accounts. Line 4 Show bank statement balance(s) at close of quarter. Line 5 Show total deposits made prior to close of quarter that are not reflected in bank statement(s). Line 6 Show total amount of checks issued prior to close of quarter that are not reflected in bank statement(s). Line 7 Show investments. Line 8 Show line 4 adjusted for lines 5, 6, and 7. Line 8 should equal line 3 for all accounts. Line 9 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 10 Complete for quarter ending 12/31. Show calculation in Part Three of

report. Line 11 Complete for quarter ending 12/31. Show line 8 adjusted for lines 9 and 10. All debt to be shown in Part Four. Report due to: State Local Finance Officer, 1014 Capital Center Drive, Suite 340, Frankfort, KY 40601-8204 by the 10th day following the close of each quarter. Fax # 502-573-3711 / Ph # 502-573-3710.

 2/13/08
County Judge/Executive Date

 1-7-08
Signature of County Clerk Date

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
1. Federal Grants/Reimbursements						0.00		
2. State Grants						0.00		
3. State Fees For Services	1,550.00	300.00	622.27	195.00	95.00	1,212.27		1,212.27
4. Fiscal Court	3,877.00		2,785.50	1,231.00	1,432.50	5,449.00		5,449.00
5. Licenses and Taxes						0.00		
6. Motor Vehicle:						0.00		
7. Licenses and Transfers	369,164.56	183,623.70	136,912.25	94,702.63	89,669.68	504,908.26		504,908.26
8. Usage Tax	928,978.49	260,466.67	279,323.23	244,866.50	205,406.80	990,063.20		990,063.20
9. Tangible Personal Property Tax	1,025,370.35	383,828.94	279,908.11	226,743.20	226,775.77	1,117,256.02		1,117,256.02
10.						0.00		
11.						0.00		
12. Licenses: (describe)						0.00		
13. Fish and Game						0.00		
14. Marriage	3,303.00	603.50	994.00	1,420.00	461.50	3,479.00		3,479.00
15. Occupational	964.45		1,045.00	305.00		1,350.00		1,350.00
16. Beer & Liquor						0.00		
17.						0.00		
18.						0.00		
19. Deed Transfer Tax	29,255.84	5,977.00	9,057.90	9,797.20	5,194.00	30,026.10		30,026.10
20. Delinquent Taxes	85,000.00	1,821.79	110,475.05	3,027.37	6,801.92	122,126.13		122,126.13
21. Fees Collected for Services						0.00		
22. Recordings:						0.00		
23. Deeds, Easements, and Contracts	9,364.00	3,048.50	2,511.00	2,953.50	2,319.00	10,832.00		10,832.00
24. Real Estate Mortgages	28,255.84	6,496.00	8,182.00	7,315.00	6,410.00	28,403.00		28,403.00
25. Chattel Mortgages & Financing	32,429.00	9,713.00	9,394.00	8,844.00	8,066.00	36,017.00		36,017.00
26. Powers of Attorney	828.90	159.00	158.00	214.00	100.00	631.00		631.00
27. All Other Recordings	10,494.10	2,691.00	2,318.00	2,374.00	2,277.00	9,660.00		9,660.00
28. Charges for Other Services:	6,162.00	2,705.00	3,801.00	2,712.00	2,525.00	11,743.00		11,743.00
29. candidate filings	0.00	300.00		200.00		500.00		500.00
30. Copy work	3,812.25	2,576.94	1,076.25	1,192.82	1,249.00	6,095.01		6,095.01

002 Rev. 10/98

Part Two (continued) Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
31. Other cold checks pd								
32. Misc cold cks	600.00	1,905.69			(175.83)	(175.83)		(175.83)
33. election	4,900.00			4,851.00		4,851.00		4,851.00
34. overpays misc		893.31	23,370.67	3,001.73	985.67	28,251.38		28,251.38
35. Ky Housing fund		4,734.00	4,626.00	4,572.00	3,978.00	17,910.00		17,910.00
36. Total Revenues	2,544,309.78	871,844.04	876,560.23	620,517.95	563,571.01	2,932,493.23	0.00	2,932,493.23
37. Petty Cash						0.00		0.00
38. Borrowed Money						0.00		0.00
39. Total Receipts	2,544,309.78	871,844.04	876,560.23	620,517.95	563,571.01	2,932,493.23	0.00	2,932,493.23

Copy the figure shown on Line 39 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figure shown on Line 39 in the Total YTD column to page 1, column 2, line 1. Copy the figure shown on Line 39 in the Receivable column (use for 12/31 report only) to page 1, line 9.

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
1. Payments to State (describe)								
2. Motor Vehicle:						0.00		0.00
3. Licenses & Transfers	283,754.96	86,177.20	128,052.49	67,487.93	65,573.28	347,290.90		347,290.90
4. Usage Tax	880,192.02	249,054.53	269,660.24	239,936.37	202,294.37	960,945.51		960,945.51
5. Tangible Personal Prop Tax	344,538.27	60,077.16	149,274.31	86,202.21	106,619.64	402,173.32		402,173.32
6. Licenses: (describe)						0.00		0.00
7. Fish & Game						0.00		0.00
8. Marriage Licenses						0.00		0.00
9. kentucky housing			4,734.00	4,626.00	8,550.00	17,910.00		17,910.00
10. Delinquent Tax	10,038.47	126.80	11,205.19	729.23	792.79	12,854.01		12,854.01
11. Legal Process Tax	9,967.67	2,181.43	3,681.31	3,758.48	4,218.16	13,839.38		13,839.38
12.	0.00					0.00		0.00
13. Payments to Fiscal Court (describe)						0.00		0.00
14. Tangible Personal Property Tax	106,996.87	18,041.04	45,990.26	25,732.40	31,658.02	121,421.72		121,421.72
15. Delinquent Tax	13,825.00	158.95	13,390.89	941.85	986.62	15,478.31		15,478.31
16. Deed Transfer Tax	24,602.87	3,944.88	7,876.84	8,832.16	7,870.94	28,524.82		28,524.82
17. Occupational Licenses	733.74			802.75	19.00	821.75		821.75
18. Beer & Liquor Licenses						0.00		0.00

12.003 Rev. 10/98

Part Three (continued) Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
19.						0.00		0.00
20.						0.00		0.00
21. Payments to Other Districts (describe)						0.00		0.00
22. Tangible Personal Property Tax	499,422.43	81,946.53	206,459.18	116,870.26	143,859.92	549,135.89		549,135.89
23. Delinquent Tax	51,000.00	613.49	63,296.72	3,734.61	3,719.33	71,364.15		71,364.15
24.						0.00		0.00
25. Payments to Sheriff	6,736.05	82.54	8,238.07	523.06	487.53	9,331.20		9,331.20
26.						0.00		0.00
27. Payments to County Attorney	6,000.00	175.58	1,642.52	1,057.07	1,075.65	3,950.82		3,950.82
28.						0.00		0.00
29. Personal Services						0.00		0.00
30. County Clerk's Gross Salary	70,797.34	17,777.21	17,715.43	18,026.83	18,526.15	72,045.62		72,045.62
31. County Clerk's Expense Allowance	3,600.00	900.00	900.00	900.00	900.00	3,600.00		3,600.00
32. Deputies Gross Salaries	155,600.00	36,128.92	37,381.84	38,631.62	43,441.62	155,584.00		155,584.00
33. Part Time Gross Salaries						0.00		0.00
34. Overtime Gross						0.00		0.00
35.						0.00		0.00
36. Employee Benefits						0.00		0.00
37. Employer's Share S.S. (7.65%)						0.00		0.00
38. Employer's Share Ret. (8.94%)						0.00		0.00
39. Employer Paid Health Insurance						0.00		0.00
40. Other Payroll Disbursements						0.00		0.00
41. HB 810 training for clerks	3,000.00	2,467.35				2,467.35		2,467.35
42. Contracted Services						0.00		0.00
43.						0.00		0.00
44. Advertising						0.00		0.00
45. Election				449.30	283.96	733.26		733.26

12.004 Rev. 10/98

Part Three (continued) Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
46. refund Fees & Lic. & overpay	4,665.28	2,791.62	23,370.67	3,001.73	2,426.46	31,590.48		31,590.48
47. petty cash & Misc.	1,000.00	427.78	87.30	356.70	26.00	897.78		897.78
48. Supplies & Materials (describe)	11,933.00	5,171.01	1,901.28	2,113.53	2,690.94	11,876.76		11,876.76
49. U.P.P.S.	2,077.80	447.61	629.20	598.30	784.05	2,459.16		2,459.16
50. Utilities	2,983.40	836.32	601.26	470.42	809.08	2,717.08		2,717.08
51. Other Charges (describe)old checks						0.00		0.00
52. Conventions & Travel	5,000.00	30.00	93.48	2,415.08	711.73	3,250.29		3,250.29
53. Dues	500.00				500.00	500.00		500.00
54. Postage	4,051.00	800.00	1,013.02	800.00		2,613.02		2,613.02
55. Office Equipment	10,232.90	2,504.58	1,103.63	7,633.39	3,454.57	14,696.17		14,696.17
56. Tax bill Preparing	2,244.00			2,262.00		2,262.00		2,262.00
57. Debt Service (Borrowed money, interest, lease/purchases)						0.00		0.00
58. Principal on Note						0.00		0.00
59. Interest						0.00		0.00
60. misc.						0.00		0.00
61. Capital Outlay (Outright purchases on tangible items lasting in nature)						0.00		0.00
62. Office Equipment						0.00		0.00
63. Vehicle						0.00		0.00
64.						0.00		0.00
65.						0.00		0.00
66.						0.00		0.00
67. Total	2,515,493.07	572,862.53	998,299.13	638,893.28	652,279.81	2,862,334.75	0.00	2,862,334.75
For offices that fee pool, pay fees to county prior to December 31, or counties over 70,000 in population, show payments made on lines 68 and 69.								
68. Payments to County Treasurer						0.00		0.00
69. Payments to State Treasurer						0.00		0.00
Enter total of lines 67, 68 and 69 on line 70						0.00		0.00
70. Total Disbursements	2,515,493.07	572,862.53	998,299.13	638,893.28	652,279.81	2,862,334.75	0.00	2,862,334.75

Copy the figure shown on Line 70 in the Budget Estimate column to the Summary on page 1, column 1, line 2. Copy the figure shown on Line 70 in the Total YTD column to page 1, column 1, line 2. Copy the figure shown on Line 70 in the Unpaid column (use for 12/31 report only) to page 1, line 10.

Part Four - Liabilities Outstanding

Quarter ended _____

Multi-year Issues		Issue	Issue	Totals
Where Budgeted				
Description				
Term (# of Years)				
Current Interest Rate				
Issue Date				
Total Principal Amount				
Total Interest Amount				
Total Issue				
Principal Balance Remaining				
Interest Balance Remaining				
Less Reserve Earnings				
Net Outstanding				
Next Payment Date				\$0.00
Next Payment Amount				
Final Payment Date				
Short Term Liabilities		Issue	Issue	
Where Budgeted				
Description				
Term				
Current Interest Rate				
Issue Date				
Total Principal Amount				
Total Interest Amount				
Total Issue				
Principal Balance Remaining				
Interest Balance Remaining				
Total Outstanding				
Next Payment Date				\$0.00
Next Payment Amount				
Final Payment Date				
Total Outstanding Debt		(If no outstanding advancements, loans, leases, or other debt, show "\$0".)		\$0.00

Comments:

PENDLETON COUNTY SHERIFF
CHARLES WILLIAM PEOPLES
P.O. BOX 330
FALMOUTH, KENTUCKY 41040

1305

PAY TO THE ORDER OF Pendleton County Treasurer DATE 12-31-87 \$ 32,551.77

Twenty Three Thousand Five Hundred Fifty One and 77/100 DOLLARS

FOR Debt Service

110013050 1042102296 80393550

Actual 11,453
Budget 12,817

Actual 33,100
Budget 33,100

70,152
33,551
12,771
62,932

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2007
Pendleton County Sheriff

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1 2007 Fee Account Budget Estimate	Column 2 2007 Fee Account Cumulative Actual	Column 3 Account (NOT FEE ACCOUNT)	Column 4 Account (NOT FEE ACCOUNT)	Column 5 Account (NOT FEE ACCOUNT)
1. Total Receipts YTD	\$609,800.00	\$603,998.72			
2. Total Disbursements YTD	\$591,702.00	\$570,447.29			
3. Book Balance/Excess Fees	\$18,098.00	\$33,551.43			
4. Bank Statement Balance		\$6,347.73			
5. Plus Deposits in Transit		\$30,813.23			
6. Less Outstanding Checks		\$3,609.53			
7. Other Interest					
8. Reconciled Bank Balance		\$33,551.43			
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required format for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and receipts on a cash basis for the year to date including any budgeting balances for all accounts. Show current year fee account in COLUMN 2. The quarterly report is cumulative. Show the status of all funds in the official's charge during calendar year to date in Part One. Line 1. Show total receipts on a cash basis for the year to date for all accounts. Line 2. Show total disbursements on a cash basis for the year to date for all accounts. Line 3. Show total deposits made prior to close of quarter (if not reflected in bank statements). Line 4. Show bank statement balance. Line 5. Show total amount of checks issued prior to close of quarter (if not reflected in bank statements). Line 6. Show interest earned. Line 7. Show reconciled bank balance. Line 8. Show calculation in Part Three of report. Line 9. Complete for quarter ending 12/31. Show line 8 adjusted for lines 9 and 10. All debits to be shown in Part Four. Report due to: State Local Finance Officer, 1024 Capital Center Drive, Suite 340, Frankfort, KY 40601-8204 by the 30th day following the close of each quarter. Fax # 502-573-3712 / Tel # 502-573-3711

Approved by the fiscal court on the _____ day of _____, 20____.

County Judge/Executive _____ Date _____

To the best of my knowledge the information reported herein for the budget/quarter ended 12-31-07 is accurate and complete.

Signature of County Sheriff _____

Date 12/31/07

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
1. School Resource Officer	28,000.00		\$18,224.98			\$18,224.98		
2. State Grants								
3. State - KLEFFP	15,600	\$4,305.60	\$3,974.40	\$4,991.56	\$4,782.89	\$17,154.45		
4. State Fee for services (court time)	\$3,000.00	\$1,480.00	\$1,464.00	\$1,612.00	\$1,464.00	\$6,020.00		
5. Miscellaneous	\$3,000.00	\$701.49	\$993.07	\$917.79	\$2,591.78	\$5,204.13		
6. Jail Fund/Transport Deputies	\$59,900.00	\$14,961.21	\$14,961.21	\$14,961.21	\$15,344.37	\$60,228.00		
7. Circuit Clerk								
8. Sheriff Security Services	\$17,000.00	\$2,041.85	\$3,167.32	\$2,928.67	\$4,053.55	\$12,191.39		
9. Fines/Fees Collected Gen. Fund	\$7,500.00	\$1,890.00	\$2,030.00	\$2,240.00	\$2,040.00	\$8,200.00		
10. Court Ordered Payments								
11. Fiscal Court								
12. County Clerk (delinquent taxes)	\$12,000.00	\$89.81	\$8,265.46	\$661.88	\$394.30	\$9,411.45		
13. Commissions on Taxes Collected	\$180,000.00	\$12,081.37	\$25,645.10	\$4,280.21	\$186,583.53	\$228,590.21		
14. Fees Collected for Services								
15. Auto Inspections	\$4,900.00	\$920.00	\$1,110.00	\$960.00	\$905.00	\$3,895.00		
16. Accident/Police Reports	\$300.00	\$72.00	\$80.00	\$104.00	\$110.00	\$366.00		
17. Serving Papers	\$19,000.00	\$8,091.00	\$8,790.00	\$9,407.00	\$8,884.00	\$35,172.00		
18. GCPW	\$9,000.00	\$932.00	\$529.00	\$454.00	\$1,551.00	\$3,466.00		
19. Vehicle Loan 07 Crw Vic	\$25,000.00	\$25,000.00				\$25,000.00		
20. Gas fr. Prisoner Transport	\$12,000.00	\$1,668.00	\$3,216.00	\$3,940.00	\$2,470.66	\$11,294.66		
21. Interest Earned	\$3,500.00	\$443.45	\$1,217.74	\$697.17	\$5,400.30	\$7,758.66		
22. Total Revenues	\$400,700.00	\$74,677.78	\$93,668.28	\$47,255.49	\$236,575.38	\$452,176.93		
23. 10 % add on tax	\$10,000.00	\$9,334.78	\$3,687.07			\$12,921.85		
24. Salary Adv. For January	\$22,000.00	\$4,800.00				\$4,800.00		
25. State Advancement	\$160,500.00	\$75,000.00	\$14,166.67	\$28,333.27		\$117,499.94		
26. Bank Note Vehicle Lease	\$16,600.00	\$16,600.00				\$16,600.00		
27. Total Receipts (Total lines 22 through 26)	\$609,800.00	\$180,312.56	\$111,522.02	\$75,588.76	\$236,575.38	\$603,998.72		

Copy the figures shown on line 27 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figures shown on Line 27 in the Total YTD column to page 1 column 2, line 1. Copy the figures shown on Line 27 in the Receivable column to page 1, line 2.

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations (229)	Settlement Total
1. Personal Services								
2. Sheriff's Gross Salary	66,000.00	16486.44	16517.16	16517.16	16517.16	\$66,037.92		
3. Deputies Gross Salaries	69,188.30	13297.06	13297.06	13297.06	13297.06	\$68,373.04		
4. Part Time Gross Salaries	\$6,000.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$6,000.00		
5. Secretary Salaries	\$21,500.00	\$5,365.86	\$5,365.86	\$5,365.86	\$5,365.86	\$21,463.44		
6. Overtime Gross	\$8,000.00	\$1,306.38	\$2,393.11	\$2,375.97	\$2,157.66	\$8,195.12		
7. Transport Salaries	\$59,900.00	\$15,294.60	\$15,294.60	\$15,294.60	\$15,512.20	\$61,396.00		
8. Employee Benefits								
9. Employer's Share Social Security								
10. Employer's Share Retirement								
11. KLEPP	\$16,600.00	\$4,338.73	\$5,974.40	\$4,149.87	\$5,144.69	\$17,607.71		
12. School Resource Officer	\$40,763.00	\$10,190.64	\$10,190.64	\$10,190.64	\$10,261.04	\$40,654.96		
13. Training Fringe Benefits (HDB10)	\$1,000.00			\$846.63		\$846.63		
14. Contracted Services								
15. Advertising	\$200.00	\$41.82				\$41.82		
16. Vehicle maintenance and repairs	\$7,000.00	\$808.53	\$4,059.87	\$443.32	\$152.30	\$194.12		
17. Supplies and Materials (Excludes items with limited lifespan)					\$2,809.75	\$2,809.75		
18. Office Materials and supplies	\$2,800.00	\$2,125.94	\$629.47	\$175.27	\$585.73	\$3,516.41		
19. Uniforms	\$4,500.00	\$939.04	\$3,002.76	\$889.02	\$200.82	\$5,031.64		
20. Gasoline	\$35,000.00	\$3,070.25	\$8,261.22	\$11,830.50	\$8,143.31	\$33,305.28		
21. Mobile Phones	\$5,400.00	\$1,069.72	\$1,023.14	\$725.16	\$1,199.40	\$4,017.42		
22. Gen Fund Courthouse	\$7,500.00	\$1,820.00	\$2,050.00	\$2,340.00	\$2,040.00	\$8,260.00		
23. Ammunition	\$612.75	\$236.00	\$376.73			\$612.73		
24. Other Charges (Excludes contract services, emergency services)								
25. Convention & Training	\$2,000.00	\$117.88	\$429.20	\$2,302.78	\$319.44	\$3,169.30		
26. Dues	\$350.00	\$200.01	\$165.14	\$174.24	\$382.00	\$582.00		
27. Postage	\$800.00	\$330.57	\$665.27	\$325.64	\$493.22	\$1,814.70		
28. Office Phones	\$2,000.00	\$366.00	\$215.00	\$40.00	\$495.00	\$1,116.50		
29. Miscellaneous	\$2,000.00	\$665.00	\$215.00	\$40.00	\$495.00	\$1,415.00		
30. CCOW Fees	\$4,000.00	\$133.90	\$315.90	\$304.90	\$135.90	\$1,090.60		
31. K-9	\$1,000.00							
32. Computer/Copier	\$1,500.00							
						\$1,292.60		

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations (229)
34.							
35.							
36. Radio	\$1,000.00		\$449.49		\$64.74	\$514.23	
37. Range Instructor	\$1,500.00	\$375.00	\$375.00	\$375.00	\$375.00	\$1,500.00	
38. Bailiff Salary	\$3,000.00	\$964.00	\$1,228.00	\$1,148.00	\$924.00	\$4,264.00	
39.							
40. Debt Service (Borrowed money, interest, lease/purchases)							
41. State Advancement	\$160,500.00						
42. Bank Loan January Salary	\$21,000.00	\$4,810.00				\$4,810.00	
43. Interest							
44. Vehicle Lease (Tahoe & 04 CV)	\$16,600.00	\$16,974.13				\$16,974.13	
45. Capital Outlay (Outright purchases of tangible items lasting in excess)							
46. Office Equipment	\$1,600.00	\$1,562.00				\$1,562.00	
47. Vehicles	\$25,000.00	\$24,999.90				\$24,999.90	
48. Web Page	\$1,500.00						
49. Repayment of vehicle loan		\$2,000.00	\$23,496.73			\$25,496.73	
50. Total	\$91,702.00	\$133,461.42	\$128,769.95	\$96,794.95	\$93,921.03	\$452,947.35	
For offices that fee pool, pay fees to county prior to December 31, or counties over 70,000 in population, show payments on appropriate line below.							
51. Payments to County Treasurer					\$33,551.43	\$33,551.43	
52. Payments to State Treasurer					\$117,499.94	\$117,499.94	
53. Total Disbursements (Total lines 50, 51, and 52)	\$91,702.00	\$133,461.42	\$128,769.95		\$244,972.40	\$603,998.72	

Copy the figures shown on line 53 in the Budget Estimate column to the Summary on page 1, column 1, line 2. Copy the figure shown on line 53 in the Total YTD column to page 1, column 2, line 2. Copy the figure shown on line 53 in the Unpaid Obligations column to page 1, column 3, line 2.

Part Four - Liabilities Outstanding

Quarter ended 12-31-07

Multi-Year Issues			
Where Budgeted	Issue	Issue	Totals
Description			
Term (# of Years)			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Less Reserve Earnings			
Net Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Final Payment Amount			
Where Budgeted	160500	117,499.94	
Description			
Term			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue	\$160,500.00	\$117,499.94	
Principal Balance Remaining	\$160,500.00		
Interest Balance Remaining			
Total Outstanding	\$160,500.00		
Next Payment Date			
Next Payment Amount			
Final Payment Date 12-31-07	160500	117,499.94	
Final Payment Amount			"0"

Comments:

In Re: Airport Request for 1.25% match to \$211,383.18 runway improvements.

Judge Bertram reported this item is more or less for informational purposes. He stated the payment will be in the Payment of Claims later in this meeting.

Information recorded as follows:

Falmouth-Pendleton County Airport Board
 115 Gene Snyder Airport Drive
 Falmouth, KY 41040

January 29, 2008

Judge Henry W. Bertram
 Pendleton County Judge/Executive
 333 Main Street Courthouse, Room 4
 Falmouth, KY 41040

Dear Judge Bertram:

The Falmouth-Pendleton County Airport Board has completed a construction project designed to bring the Gene Snyder Airport into compliance with current Federal Aviation Administration (FAA) standards for runway safety. The project involved:

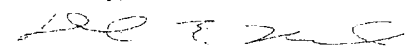
- clearing of trees within 250 feet of the runway centerline
- grading the area north of the runway to give a 300 X 150 foot safety area
- moving the official end of the south end of the runway 100 feet toward the center to give the south end a 300 X 150 foot safety area
- replacing the wind sock with an upgraded one further from the runway.

The Board worked with both the FAA and the Kentucky Department of Aviation while designing and completing the work. Work on the project started May 15, 2007, and was complete as of December 31, 2007, at a total cost of \$211,383.18. As shown below, the FAA covers 95% and the Kentucky Department of Aviation 2.5%.

	95%	2.5%	1.25%	1.25%	
Total Project Cost	Federal Share	State Share	Pendleton County Share	Falmouth Share	
\$211,383.18	\$200,815.00	\$5,184.00	\$2,692.09	\$2,692.09	

At this time, the Board requests Pendleton County to remit 1.25% of the total cost of the project, \$2,692.09

Sincerely,


 Daniel E. Ball
 Secretary/Treasurer
 Falmouth-Pendleton County Airport Board

In Re: Approve the Department of Transportation's Resolution to remove the back Portion of Bryan Griffin Road from the County Maintenance System.

Judge Bertram presented and read a resolution of and by the Pendleton County Fiscal Court Officially closing the back portion of Bryan Griffin Road. Squire Whaley made a motion to approve the resolution as presented and read, seconded by Squire Veirs, motion carried.

Resolution recorded as follows:

RESOLUTION

Closing of Bryan Griffin Road

A RESOLUTION OF AND BY THE PENDLETON COUNTY FISCAL COURT OFFICIALLY CLOSING THE BACK PORTION OF BRYAN GRIFFIN ROAD.

WHEREAS, Rumpke Inc. requested the official closing of the county's portion (1.069 miles) of Bryan Griffin Road #1340, and

WHEREAS, the Fiscal Court did proceed to follow KRS 178.00⁹ and KRS 178.050 in the formal closing of Bryan Griffin Road, and

WHEREAS, on January 27, 2008 the Fiscal Court did hold a public hearing and did receive a unanimous vote from court members to officially close the aforementioned road.

NOW THEREFORE, BE IT RESOLVED, that the Pendleton County Fiscal Court in and through this resolution does hereby notify the Kentucky Department of Rural and Municipal Aid that Bryan Griffin Road #1340 (1.069 miles) should be taken out of the Pendleton County road maintenance system.

Done this _____ day of _____, 2008 at a regular scheduled Pendleton County Fiscal Court meeting.

Henry W. Bertram
Pendleton County Judge/Executive

Darlene Smeal
Pendleton County Fiscal Court Clerk

Date: _____

In Re: Approve Contract with MCA to do Ambulance Billing.

Judge Bertram reported that the Ambulance Billing contract with MCA has been presented as a two (2) year contract but the billing rate went from nine percent (9%) down to eight percent (8%).

Squire Wells made a motion to approve the contract as presented, seconded by Squire Veirs, motion carried.

Information recorded as follows;



From General Resource Division

To: All Contracted Ambulance Providers

January 17, 2008

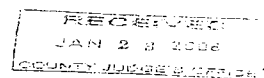
Re: 2008-2009 Billing Contract

Please find enclosed your new Billing Contract. I apologize for the delay in getting these out. We have made some changes to the Contract which has caused the delay. You will find that we have decreased our percentage to 8%. Due to this decrease, we are asking that you sign a two year Contract with MCA. This will take us through the year 2009. Please return the Contract by February 18, 2008. The new percentage will take effect upon receipt of the signed Contract. I have also enclosed a copy of the WV Tax Exempt form. Please sign these where they are marked. This is a form that we are required to keep in your file at MCA in the event of an audit by the State of WV.

MCA is pleased to announce that Epic is now ready for the Test or Live Version. For more information, please contact Michelle or Dak at 1-800-676-4785.

We look forward to another great year.

Mike Wheeler
Provider Relations Specialist





MEDICAL CLAIMS ASSISTANCE, INCORPORATED Ambulance Billing Contract

The following is a contractual agreement between Medical Claims Assistance, Inc. (MCA, billing agent) and Pendleton County Amb. Service (medical provider)

MCA agrees to:

1. Provide the hardware and software needed to build a computerized system that will accommodate the Medical Provider's insurance, customer information, and patient billing needs.
2. Input and maintain the data including initial transport information and account transactions such as payments and adjustments.
3. Process and mail insurance claims by generating a computerized HCFA-1500 form. This includes (but is not limited to) all commercial insurance, Medicaid, UMWA, Workers' Compensation, and Medicare Supplemental policies.
4. Provide all insurance forms, postage, and billing supplies.
5. Maintain electronic files for audit purposes.
6. Keep current knowledge of insurance changes improved billing techniques, and make pricing suggestions.
7. Bill private accounts when applicable
8. Checks from patients and insurance carriers will be made payable to the medical provider and sent to MCA's address. MCA will make copies of the checks and remittances, and then they will be forwarded weekly, to the provider with an invoice for MCA's billing fee.
9. MCA has no access to any funds or client banking accounts, unless otherwise agreed upon. All provider checks will be deposited in the provider's banking account by the provider or the provider's authorized agent. The account is to be owned and controlled by the provider.
10. MCA, Inc. shall not institute any legal proceeding to collect any outstanding amount owed by patients and shall not refer any such matters to credit reporting agencies. It is understood and agreed upon that any such process or action is beyond the services provided by MCA under this agreement and such determinations and actions are reserved solely unto Pendleton County Amb. Service.



Medical Provider agrees to:

1. Collect, as much as possible, initial patient and insurance information in a format easily used by both parties.
2. Pay invoices within 30 days after receiving them.
3. Forward copies of any payments that may come directly to their office to MCA, Inc. Payments are for claims billed by MCA, Inc.
4. Pay to MCA, Inc. billing service eight percent (8 %) fee for all monies collected as a result of MCA billing, excluding contributions made to the provider. This shall be the exclusive compensation paid to MCA under this agreement.
5. Be responsible for supplying MCA, Inc. with a legible copy of the correct transport information i.e. state run sheet showing the BLS vs. ALS, total mileage, supplies, etc. MCA, Inc will keep an electronic copy for 1 year after the file is closed.
6. The medical provider hereby indemnifies the billing agent and holds the billing agent harmless from any and all claims and causes of action resulting from the negligent or intentional acts of the medical provider, its agents, or employees.

HIPAA Provision/ Business Associate Agreement:

1. MCA, Inc. shall carry out its obligations under this agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, know as the Health Insurance Portability and Accountability Act of 1996, Subtitle G-Administrative Simplification, Section 261, et seq. as amended (HIPAA), to protect the privacy of any personally identifiable protection health information (PHI) that is collected, processed or learned as a result of MCA, Inc. provided hereunder. In conformity therefore with MCA, Inc. agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c. To mitigate, to the extent practicable, any harmful effect that is know to MCA, Inc. of a use or disclosure of PHI by MCA, Inc. becomes aware;
 - d. Report to the Medical Provider any use or disclosure of PHI not provided for by this Agreement of which MCA, Inc. becomes aware;
 - e. Ensure that any agents or subcontractors to whom MCA, Inc. provides PHI, or who have access to PHI; agree to the same restrictions and conditions that apply to MCA, Inc. with respect to such PHI;
 - f. Make PHI available to Medical Provider and to the individual who has a right of access as required under HIPAA within 30 days of the request of the Medical Provider on the individual;
 - g. Incorporate any amendments to PHI when notified to do so by the Medical Provider;





- h. Provide an accounting of all uses or disclosures of PHI made by MCA, Inc. as required under the HIPAA privacy rule within 60 days.
 - i. Make its internal practices, books and records related to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining MCA, Inc.'s and Medical Provider's compliance with HIPAA; and
 - j. At the termination of this agreement, return or destroy all PHI received from, or created or received by MCA, Inc. on behalf of the Medical Provider and if return is infeasible, the protections of this Agreement will be extended to such PHI.
2. The specific uses and disclosures of PHI that may be made by MCA, Inc. on behalf of the Medical Provider include:
 - a. The preparation of invoices to patients, carriers, insurers, and others responsible for payment or reimbursement of the services provided by Medical Provider to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers, and other payors to substantiate the health care services provided by Medical Provider to its patients or to appeal denials of payment for the same;
 - d. Uses required for the proper management of MCA, Inc. as a business associate.
 - e. Other uses or disclosures of PHI as permitted by HIPAA privacy rules.
 3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by the Medical Provider, in its sole discretion if the Medical Provider determines that MCA, Inc. had violated a term or provision of this Agreement pertaining to the Medical Provider's obligations under the HIPAA privacy rules, or if MCA, Inc. engages in conduct which, if committed, by the Medical Provider would result in a violation of the HIPAA privacy rules by the Medical Provider.
 4. The Business Associate of MCA agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):
 - a. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains, or transmits on behalf of MCA.
 - b. Business Associate will ensure that any agent, including a subcontractor, to who it provides e-PHI that was created, received, maintained, or transmitted on behalf of MCA agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
 - c. Business Associate agrees to alert MCA of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to MCA of any loss of data or other information system compromise as a result of the incident.
 - d. Business Associate authorizes termination of the BA Agreement if MCA reasonably determines the Business Associate has violated a material term of this Agreement.



Force Majeur:

It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 4 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of Pendleton County Amb. Service services by MCA for more than fifteen (15) working days, Pendleton County Amb. Service shall have the right to secure, without penalty, substitute services until MCA can restore services, at which time MCA's responsibilities and rights under this agreement shall be reinstated. For its protection, Pendleton County Amb. Service shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any such catastrophic event, as stated above.

Non-Compete / Anti-Pirating of MCA Employees

During the term of this Agreement and for a one year period commencing with the termination of this Agreement, Pendleton County Amb. Service agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of MCA without written consent of MCA.

Governing Law and Jurisdiction.

This agreement shall be interpreted and governed by the laws and statutes of the State of West Virginia. In the event of disputes, it is agreed that all matters shall be tried in the venue and jurisdiction of Cabell County, West Virginia.

General Provisions:

1. This contract will be binding for a period to start 01/01/2008 and ending 12/31/2009.
2. This Agreement may be terminated with or without cause and without any liability to the other by providing written notice to the other sixty (60) days prior to the date of termination specified in such notice.
3. Upon termination by either party, MCA will continue working accounts received prior to the termination date until all billed services are reconciled for a period not to exceed 120 days.
4. New accounts may not be terminated by Pendleton County Amb. Service any sooner than nine (9) months from the initial date of this contract. Failure to complete 9 months will result in a penalty of 8% of the projected revenue recovery for the remaining time up to 9 months.



mca
Medical Claims Assistance

Page 5 of 5

5. Amendments to this contract will be accepted if signed by both parties.
6. Notwithstanding any other provision contained in the Agreement, nothing contained herein shall be deemed, or construed by the parties hereto, or any third party as creating a relationship of principal and agent, partners, joint ventures, or any other similar relationship between the parties hereto. The exclusive relationship of MCA with Pendleton County Amb. Service is that of an independent contractor.
7. This Agreement specifically supersedes any prior written or oral agreement between the parties relating to the provisions of the Services.

In witness, whereof, the subscriber MCA, Inc. and Pendleton County Amb. Service the provider, have caused this Agreement to be executed in duplicate by their respective officers.

Billing Agent:

Medical Claims Assistance, Inc.
836 4th Avenue
Huntington, WV 25701

Tara Hardwick 1-17-08
Tara Hardwick, President Date

President
Title
Witness
Witness

Medical Provider:

Pendleton County Amb. Service
705 W. Shelby Street
Falmouth, KY 41040

Authorized Signature Date

Title

Witness



WESTVIRG
(REV. 5/98)

WEST VIRGINIA CONSUMERS SALES AND SERVICE TAX AND USE TAX
EXEMPTION CERTIFICATE

CANNOT BE USED TO PURCHASE GASOLINE OR SPECIAL FUEL
SUBSTANTIAL PENALTIES will result from misuse of this certificate

NAME OF PURCHASER: <u>Medical Claims Assistance, Inc.</u>		DATE: <u>1-17-08</u>	CHECK APPROPRIATE BOX: <input type="checkbox"/> SINGLE PURCHASE CERTIFICATE <input checked="" type="checkbox"/> BLANKET CERTIFICATE
ADDRESS: <u>836 4th Avenue</u>	CITY: <u>Huntington</u>	STATE: <u>WV</u>	ZIP CODE: <u>25701</u>

TO BE COMPLETED BY PURCHASER: I, the undersigned, hereby certify that I am making an exempt purchase as follows.

I hold a valid Business Registration Certificate # _____ that has not been suspended or revoked.

My principle business activity is Ambulance Transportation

I claim an exemption for the following reason (check applicable box or boxes):

- ☐ PURCHASE OF TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES FOR RESALE OR FOR USE IN PERFORMING TAXABLE SERVICES WHERE SUCH PROPERTY BECOMES A COMPONENT PART OF THE PROPERTY UPON WHICH THE SERVICES ARE PERFORMED AND WILL BE ACTUALLY TRANSFERRED TO THE PURCHASER. WV CODE § 11-15-9(a)(9)
- ☐ PURCHASE BY AN EXEMPT COMMERCIAL AGRICULTURAL PRODUCER
- ☐ PURCHASE OF TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES FOR USE OR CONSUMPTION IN THE COMMERCIAL PRODUCTION OF AN AGRICULTURAL PRODUCT, BUT NOT PURCHASES FOR THE CONSTRUCTION OF, OR PERMANENT IMPROVEMENT TO REAL PROPERTY OR PURCHASES OF GASOLINE OR FUEL. WV CODE § 11-15-9(a)(10)
- ☐ PURCHASE OF PROPANE FOR USE IN POULTRY HOUSES FOR HEATING PURPOSES. WV CODE § 11-15-9(a)(11)

TAX EXEMPT ORGANIZATIONS

- ☐ A. GOVERNMENT - Purchases by governmental agencies and institutions of (1) the United States; (2) this State (including its local governments); and (3) any other State (and its local governments) which provides this same exemption to this State. Such purchases by government employees are not exempt unless they are on government business and are billed to and paid for directly by the government. Private persons doing business with government may not claim this exemption. WV CODE § 11-15-9(a)(3)
- ☐ B. CERTAIN NONPROFIT ORGANIZATIONS - Purchases by a corporation or organization which has a current registration certificate and which is exempt from federal income taxes under section § 501(c)(3) or (c)(4) of the Internal Revenue Code. These organizations must meet all of the requirements set forth in WV CODE § 11-15-9(a)(4). For information concerning these requirements refer to publication TSD-320.
- ☐ C. SCHOOLS - Purchases by a school with its principal campus in this State which is approved by the State of West Virginia to award degrees and which is exempt from federal and state income taxes under section § 501(c)(3) of the Internal Revenue Code. WV CODE § 11-15-9(a)(5)
- ☐ D. CHURCHES - Purchases of services, equipment, supplies, food for meals and materials directly used or consumed by churches which make no charge whatsoever for the services they render. The purchase must be paid for directly out of the church treasury. WV CODE § 11-15-9(a)(6)
- ☐ PURCHASES OF CERTAIN SPECIFIC SERVICES AND TANGIBLE PERSONAL PROPERTY
- ☐ A. Purchases of electronic data processing services and related software but NOT data processing equipment, materials and supplies. WV CODE § 11-15-9(a)(22)
- ☐ B. Purchases of services by one corporation, partnership or limited liability company from another corporation, partnership or limited liability company BUT ONLY when the entities are members of the same controlled group or related taxpayers as defined in Section 267 of the Internal Revenue Code. WV CODE § 11-15-9(a)(24)
- ☐ C. Purchases of motion picture films, self-operated video arcade machines and other video arcade games for any use upon which there will be a charge subject to sales tax. WV CODE § 11-15-9(a)(25)
- ☐ D. Purchases by a licensed carrier of persons or property, or by a government entity, of aircraft repair, remodeling and maintenance services for an aircraft, engine or other component part of an aircraft, or purchases of tangible personal property that is permanently affixed as a component part of an aircraft as property, or by a government entity, of machinery, tools or equipment, directly used or consumed exclusively in the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts. WV CODE § 11-15-9(a)(34)

REVERSE SIDE OF EXEMPTION CERTIFICATE MUST BE COMPLETED TO BE CONSIDERED VALID

I understand that this certificate may not be used to make tax free purchases of items or services which are not for an exempt purpose and that I will pay the Consumers Sales or Use Tax on tangible personal property or services purchased pursuant to this certificate and subsequently used or consumed in a taxable manner. In addition, I understand that I will be liable for the tax due on substantial penalties and interest, for any erroneous or false use of this certificate.

SIGNATURE OF OWNER, PARTNER, OFFICER OF CORPORATION, ETC.	STREET ADDRESS
CITY	STATE
ZIP CODE	

GENERAL INSTRUCTIONS

An Exemption Certificate may be used only to claim exemption from tax upon a purchase of tangible personal property or services which will be used for an exempt purpose as stated on the front of this form.
A purchaser may file a blanket Exemption Certificate with the vendor to cover additional purchases of the same general type of property or service. However, each subsequent sales slip or purchase invoice evidencing a transaction covered by a blanket Exemption Certificate must show the purchaser's name, address and Business Registration Certificate Number for purposes of certification.

INSTRUCTIONS FOR PURCHASER

To purchase tangible personal property or services tax exempt, you must possess a valid Business Registration Certificate and you must properly complete this Exemption Certificate and present it to your supplier. To be properly completed, all entries on this Exemption Certificate must be filled in.
Your Business Registration Certificate (and any duplicates) may be suspended or revoked if you or someone acting on your behalf willfully issues this certificate for the purpose of making a tax exempt purchase of tangible personal property and/or services that is not used in a tax exempt manner (as stated on the front of this form).
When property or services are purchased tax exempt with an Exemption Certificate, but later used or consumed in a non exempt manner, the purchaser must pay Sales or Use Tax on the purchase price.
The willful issuance of a false or fraudulent Exemption Certificate with the intent to evade Sales or Use Tax is a misdemeanor.
Your misuse of this Certificate with intent to evade the Sales or Use Tax shall also result in your being subject to:

A penalty of fifty percent of the tax that would have been due had there not been a misuse of such certificate.

This is in addition to any other penalty imposed by the Law.
In the event you make false or fraudulent use of this Certificate with intent to evade the tax, you may be assessed for the tax at any time subsequent to such use.

INSTRUCTIONS FOR VENDOR

At the time the property is sold or the service is rendered, you must obtain from your customer this Certificate, properly completed, (or a Direct Pay Permit number issued by the West Virginia Department of Tax and Revenue), or the sale will be deemed a taxable sale, unless the property or service sold is exempt per se from Sales Tax. Your failure to collect tax on such taxable sale will make you personally liable for the tax, plus penalties and interest.

Additional information may be required to SUBSTANTIATE THAT THE SALE WAS FOR EXEMPT purposes. In order for this Certificate to be properly completed, it must be issued by a purchaser who has a valid Business Registration Certificate and must have all entries completed by the purchaser.
A timely received certificate which contains a material deficiency will be considered satisfactory if such deficiency is subsequently corrected.

YOU MUST KEEP THIS CERTIFICATE FOR AT LEAST THREE YEARS after the due date of its last return to which it relates, or the date when such return was filed, if later.
You must maintain a reasonable method of associating a particular exempt sale to a customer with the Exemption Certificate you have on file for such customer.

INSTRUCTIONS FOR VENDOR AND PURCHASER

If, as vendor or as a purchaser, engage in any business activity in West Virginia without possessing a valid Business Registration Certificate (and you do not clearly qualify for an exemption), you shall be subject to a penalty in an amount NOT EXCEEDING \$100 for the first day on which such sales or purchases are made, plus an amount NOT EXCEEDING \$100 for each subsequent day on which such sales or purchases are made.
Please begin using this Certificate immediately.

In Re: Discuss Voting Machine Memorandum of Agreement with the Secretary of State.

Judge Bertram stated that discussion was held during the caucus meeting in regards to the Voting Machine Memorandum of Agreement with the Secretary of State. He stated this is for update purposes only. The amount of fifty four thousand dollars (\$54,000.00) will be held for the Pendleton County Clerk for purchase a voting machine. He stated they want to hold off until the paper ballot issue has been settled. He state he had spoke with the County Clerk and she feels like there is need of one machine and the supplier of the machines is willing to loan one to the clerk for the next primary election. This memorandum will be put on hold and a new one issued after a decision has been made. This was for informational purposes only, no action taken at this time.

In. Re: Animal Control Dispatch Priorities.

Judge Bertram presented the special guidelines that the Animal Control Officer will follow. He stated this was discussed in the caucus meeting. Squire Wells made a motion to approve the guidelines as presented, seconded by Squire Fogle, motion carried. Information recorded as follows:

ANIMAL CONTROL (AC1)

The following are the special guidelines that we follow for dog complaints in our county.

REQUIRED INFORMATION:

Name
Phone number
Date and time of call
Address
Nature of the complaint

ADDITIONAL INFORMATION:

Description of dog(s) - breed, color, size, approx. age (puppy or adult)
Number of dog(s)
Owner of dog(s) - if known

PRIORITY CONDITIONS

- 1- Dog bites human, request by law enforcement, vicious dog running at large (bite, attack, vicious, mentioned complaint)
- 2- Vicious dog confined, sick or injured dog as requested by law enforcement, dog attacks other animal, stray causing severe or extreme property damage, dog in live trap that was set by ACCO, abuse or neglect complaint
- 3- Stray pick up- not causing property damage, Public nuisance (except inside city limits of Falmouth.) (Barking dog, unsanitary conditions, ect.) owner turn in (AC1 will call to schedule appointments)

ANIMAL CONTROL CONT.

PRIORITY RESPONSE BY ANIMAL CONTROL OFFICER

- ✓ Priority 1- call immediately, must respond immediately
- ✓ Priority 2- call as soon as possible, will respond immediately or as soon as possible depending on conditions and circumstances
- ✓ Priority 3-As soon as possible, during normal business hours

BUSINESS HOURS OF THE ANIMAL SHELTER:

MONDAY-	10AM TO 2PM
TUESDAY-	10AM TO 2PM
WEDNESDAY-	1PM TO 7PM
THURSDAY-	10AM TO 12 PM
FRIDAY-	10AM TO 2PM
SATURDAY-	1PM TO 5PM
SUNDAY-	CLOSED

Phone number for animal control is (859) 472-5400 (shelter), cell phone number is (859) 462-0400 **(DO NOT GIVE THIS NUMBER TO THE PUBLIC)**

RADIO CODES FOR AC1

***Note AC1 is on the county road dept channel. If a dog bites a human and breaks the skin it must be quarantined for 10 days and you will need to contact Wayne Biddle at the following numbers (home 654-2753) (office 654-6985) (fax 654-6986) .

DD

ANIMAL CONTROL CONT.

CODES:

10-66 Destroyed animal on scene

DOGS AT LARGE COMPLAINTS:

AC1 is on duty he is to take all animal control calls, but when he is off duty the Sheriff's Dept is going to help out with the dogs running at large and abuse and neglect complaints. If there is a Sheriff on duty and not busy then you are to advise them of the call. If the officer is busy then follow normal procedure for the call that you received.

In Re: Bid out Blanket Creek Bridge.

Judge Bertram stated the advertising will be in the newspaper on the 19TH and 26TH of February with closing on March 4TH, 2008 by 4:00 o'clock P.M. The bid opening will be held on March 5TH, 2008 at 2:00 o'clock P.M. The award of the bid will be on March 11TH, 2008. Squire Wells made a motion to bid the Blanket Creek Bridge as presented, seconded by Squire Fogle, motion carried.

In Re: Budget Account Transfers.

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Whaley, seconded by Squire Fogle, carried, that the following Budget Account Transfers be accepted as presented. Transfers recorded as follows:

**PENDLETON COUNTY FISCAL COURT
TUESDAY FEBRUARY 12, 2008
7:00 PM**

COURT ORDER TRANSFERS

BUDGET ACCOUNT TRANSFERS:

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5205-403	Animal Shelter Food and Supplies	\$ 500.00
01-8000-742	Capital Projects-Building & Construction	\$15,000.00

Road Fund

Transfer from (02-6105-447) Road Materials to the following accounts:

02-6103-445	Road Supervisor Office Supplies	\$ 1,000.00
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LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5136-441	Homeland Security Machinery and Equipment	\$12,000.00
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Ambulance Fund

Transfer from (09-9200.999) Reserve for Transfers to the following Accounts:

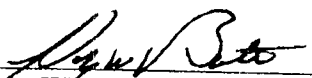
09-5140-592	Maintenance & Repairs Vehicles	\$ 3,000.00
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INTERFUND TRANSFERS:

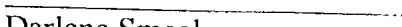
Transfer from General Fund to Jail Fund for Operations	\$30,000.00
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CASH TRANSFERS:

Transfer from General Fund to HRA Fund for February Funding	\$ 1,475.28
Transfer from Road Fund to HRA Fund for February Funding	\$ 184.41
Transfer from 911 Fund to HRA Fund for February Funding	\$ 184.41


Henry W. Bertram
County Judge/Executive

Date: 2/12/08


Darlene Smeal
Fiscal Court Clerk

Date: _____

In Re: County Clerk submits bill for filing of Bid Bonds.

Judge Bertram reported the County Clerk submitted a bill for the filing of the Bid Bonds. He stated AOC will reimburse the fees. The County Attorney stated the County Clerk extends the courtesy of accepting the recordings and billing the Fiscal Court. Squire Veirs made a motion to pay the County Clerk the sum of one hundred and eighteen dollars (\$118.00) for the recording fees of the contract and mortgage of the bail bonds, seconded by Squire Whaley, motion carried.

Bill recorded as follows:

RITA M. SPENCER, CLERK
PENDLETON COUNTY

RECEIVED FROM: Fiscal Court DATE: 2-12-08

ADDRESS: _____

AS PAYMENT FOR		AMOUNT
1	Marriage License	
	Deeds and Easements <u>Contract</u>	74.00
	Powers of Attorney	
1	Real Estate Mortgages	
	Chattel Mtge. and Financing Smts.	44.00
	Plat	
	Deed Transfer Tax	
	Encumbrances & Liens	
	Affidavit of Descent	
	Articles of Incorporation	
	Estate Settlements	
	Mechanics	
	Notary Bond	
	Deed of Release	
	Assignment of Mortgage	
	Miscellaneous	
004585		118.00

RECEIVED BY: [Signature] TOTAL: 118.00

DOMINION BLUE CO. INC. 1-877-776-1877 33001378 00 8/08

In Re: Payment of Claims.

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Wells, seconded by Squire Veirs, carried, the following claims be allowed and ordered paid out of the following funds.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5037	Vendor OFFICEDEPO OFFICE DEPOT				
08-0112	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	415200080-001	017647	OFFICE SUPPLIES JUDGES OFFICE	
		Printed On Check 009857				
					Voucher Date	02/12/2008
					Voucher Totals	94.80
						94.80
Voucher No.	08-5038	Vendor OFFICEDEPO OFFICE DEPOT				
08-0112	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		017673	OFFICE SUPPLIES JUDGES OFFICE	
08-0112	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		017673	TAX ADMINISTRATOR SUPPLIES	
		Printed On Check 009858				
					Voucher Totals	241.86
						35.99
						277.85
Voucher No.	08-5039	Vendor CREATIVE MICHELE HAMILTON-CREATIVE COMPUTER				
08-0112	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	764 & 751	017700	INSTALL BACKUP	
08-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017700	MICROSOFT OFFICE /PALM PILOT CONFIGURED	
		Printed On Check 009859				
					Voucher Totals	50.00
						120.00
						170.00
Voucher No.	08-5040	Vendor POST OFFICE U S POST OFFICE				
08-0112	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		017690	400 STAMPS	
		Printed On Check 009860				
					Voucher Totals	164.00
						164.00
Voucher No.	08-5041	Vendor UKB UNITED KY BANK OF PENDLETON COUNTY				
08-0112	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		017697	POSTAGE FOR TAX NOTICES SHERIFFS OFFICE	
		Printed On Check 009861				
					Voucher Totals	376.79
						376.79
Voucher No.	08-5042	Vendor CO CLERK PENDLETON COUNTY CLERK				
08-0112	01-5025-499-	OTHER SUPPLIES		017732	REGISTRATION ON SHERIFF'S NEW CRUISER	
		Printed On Check 009862				
					Voucher Totals	15.00
						15.00
Voucher No.	08-5043	Vendor KMCA KY MAGISTRATES & COMMISSIONERS ASSOC				
08-0112	01-5025-569-	REGISTRATION/CONFERENCES	171	017679	LEGISLATIVE TRAINING DAY - FOGLE, VEIRS & WELLS	
		Printed On Check 009863				
					Voucher Totals	150.00
						150.00
Voucher No.	08-5044	Vendor HENRY BERT HENRY BERTRAM				
08-0112	01-5025-569-	REGISTRATION/CONFERENCES		017733	REIMBURSEMENT FOR CONFERENCE LODGING	
		Printed On Check 009864				
					Voucher Totals	217.76
						217.76
Voucher No.	08-5045	Vendor GARY VEIRS GARY VEIRS				
08-0112	01-5025-569-	REGISTRATION/CONFERENCES		017717	MILEAGE FEB. 6 & 7 - KCJEA CONFERENCE	
		Printed On Check 009865				
					Voucher Totals	91.16
						91.16
Voucher No.	08-5046	Vendor KCJEA KCJEA/KMCA				
08-0112	01-5025-569-	REGISTRATION/CONFERENCES	2799,2780, & 2782	017689	KCJEA WINTER CONFERENCE JUDGE BERTRAM	
		Printed On Check 009866				
					Voucher Totals	755.00
						755.00
Voucher No.	08-5047	Vendor OFFICEDEPO OFFICE DEPOT				
08-0112	01-5047-142-	CO OCCUPATIONAL TAX ADMINISTRATOR	413012349-001	017691	4 DRAWER FILE CABINET	
		Printed On Check 009867				
					Voucher Totals	210.98
						210.98

General Fund
From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5048	Vendor STRAUSS	STRAUSS & TROY			
08-0112	01-5070-399-	PLANNING - COMPREHENSIVE		017662	DRAFTING WORK ON ZONING ORDINANCE	875.00
		Printed On Check 009868				875.00
Voucher No.	08-5049	Vendor INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY			
08-0112	01-5075-507-	ECONOMIC DEVELOPMENT CONTRIBUTION		017692	3RD QTR. PROGRAM SUPPORT - REPLACES CK # 9759	6,250.00
		Printed On Check 009869				6,250.00
Voucher No.	08-5050	Vendor FAULKNER	JOAN E. FAULKNER			
08-0112	01-5080-411-	CUSTODIAL SUPPLIES		017696	LAUNDRY EXPENSES	3.50
		Printed On Check 009870				3.50
Voucher No.	08-5051	Vendor COOPER	COOPER WHOLESALE, INC.			
08-0112	01-5080-411-	CUSTODIAL SUPPLIES	74137,74080&81,73965	017681	COURTHOUSE CUSTODIAL SUPPLIES	96.82
		Printed On Check 009871				96.82
Voucher No.	08-5052	Vendor FAMILY	FAMILY DOLLAR STORES			
08-0112	01-5080-411-	CUSTODIAL SUPPLIES		017693	CUSTODIAL SUPPLIES	34.44
		Printed On Check 009872				34.44
Voucher No.	08-5053	Vendor ARAMARK	ARAMARK UNIFORM SERVICES, INC			
08-0112	01-5080-411-	CUSTODIAL SUPPLIES		017629	JANUARY MATT RENTAL COURTHOUSE	303.48
08-0112	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		017629	JANUARY MATT RENTAL ANNEX BLDG	67.24
		Printed On Check 009873				370.72
Voucher No.	08-5054	Vendor CROUCH'S	BRIAN CROUCH-CROUCH'S LAWN CARE			
08-0112	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	034825	017682	01-15-08 & 01-22-08 SALT & SCRAPE PARKING LOT	200.00
		Printed On Check 009874				200.00
Voucher No.	08-5055	Vendor BARNES	BARNES HARDWARE AND LUMBER			
08-0112	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		017638	COURTHOUSE MAINTENANCE	11.88
08-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017638	SHELTER SUPPLIES	465.74
		Printed On Check 009875				477.62
Voucher No.	08-5056	Vendor CLAY CLIFF	CLAY CLIFFORD			
08-0112	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		017667	REPAIRS TO SIDE DOOR ENTRANCE LIGHT	48.00
		Printed On Check 009876				48.00
Voucher No.	08-5057	Vendor D-C ELEVAT	D-C ELEVATOR COMPANY, INC.			
08-0112	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	127444	017719	ELEVATOR MAINTENANCE	80.25
		Printed On Check 009877				80.25
Voucher No.	08-5058	Vendor MOBILCOM	MOBILCOMM INC			
08-0112	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	695407	017698	JANUARY MAINTENANCE CONTRACT COUNTY	76.20
		Printed On Check 009878				76.20

General Fund
From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5059	Vendor WISEWAY	WISEWAY PLUMBING & ELECTRICAL SUPPLY			
08-0112	01-5086-571-	CO PROPERTIES - RENEWALS & REPAIRS	51515194.002	017694	40A DP CONTACTOR FOR ATHLETIC PARK LIGHTS	182.36
		Printed On Check 009879				182.36
Voucher No.	08-5080	Vendor JOHNSON&SO	JOHNSON AND SON HEATING & COOLING, LLC			
08-0112	01-5086-571-	RENEWALS AND REPAIRS ANNEX BLDG.	13518	017680	MAINTENANCE ON ANNEX BLDG FURNACE	240.00
		Printed On Check 009880				240.00
Voucher No.	08-5081	Vendor GRANTS LICK	GRANTS LICK VETERINARY HOSPITAL			
08-0112	01-5205-385-	VETERINARY SERVICE		017715	RABIES SHOTS, EUTHANASIA	141.00
		Printed On Check 009881				141.00
Voucher No.	08-5082	Vendor OFFICEDEPO	OFFICE DEPOT			
08-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES	418435845-001	017699	ANIMAL SHELTER SUPPLIES	5.73
		Printed On Check 009882				5.73
Voucher No.	08-5083	Vendor CONRAD	CONRAD HARDWARE AND FURNITURE			
08-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017619	ANIMAL SHELTER SUPPLIES	80.96
		Printed On Check 009883				80.96
Voucher No.	08-5084	Vendor GARYMAXWEL	GARY MAXWELL			
08-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017672	REIMBURSEMENT FOR ANIMAL SHELTER SUPPLIES	34.33
		Printed On Check 009884				34.33
Voucher No.	08-5085	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.			
08-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017712	ANIMAL SHELTER SUPPLIES	3.69
		Printed On Check 009885				3.69
Voucher No.	08-5086	Vendor ACE	FALMOUTH ACE HARDWARE			
08-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017640	ANIMAL SHELTER SUPPLIES	17.20
		Printed On Check 009886				17.20
Voucher No.	08-5087	Vendor PAULTUEMLE	PAUL TUEMLER L.P. GAS			
08-0112	01-5205-578-	DOG KENNEL UTILITIES	105480	017645	GAS CHARGES FOR ANIMAL SHELTER	750.00
		Printed On Check 009887				750.00
Voucher No.	08-5088	Vendor PEND WATER	PENDLETON COUNTY WATER DISTRICT			
08-0112	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		017721	PCWD - KELLY ROAD PROJECT HB 380	163,130.00
		Printed On Check 009888				163,130.00
Voucher No.	08-5089	Vendor PEND WATER	PENDLETON COUNTY WATER DISTRICT			
08-0112	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		017722	PCWD - KELLY ROAD PROJECT FC OBLIGATION	40,000.00
		Printed On Check 009889				40,000.00
Voucher No.	08-5070	Vendor ST VINCENT	ST. VINCENT DE PAUL COMMUNITY PHARMACY			
08-0112	01-5330-498-	GENERAL CHARITY - RED CROSS,COPS,CRT	2019	017665	OUTREACH FUEL CHARGE OCT. - DEC. 2007	60.00
		Printed On Check 009890				60.00

General Fund

From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5071	Vendor AIRPORT	FALMOUTH PEND. CO. AIRPORT BOARD			
08-0112	01-6201-507-	AIRPORT OPERATIONS		017724	COUNTY SHARE OF AIRPORT CONSTRUCTION PROJECT	2,692.09
		Printed On Check 009891				
					Voucher Totals	2,692.09
Voucher No.	08-5072	Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA			
08-0112	01-7700-606-	INTEREST ON LEASE - COLT		017676	WATER DISTRICT LEASE PAYMENT #130 INTEREST	345.41
		Printed On Check 009892				
					Voucher Totals	345.41
Voucher No.	08-5073	Vendor BOWLING	BOWLING CONSTRUCTION			
08-0112	01-8000-742-	CAPITAL PROJECT-BUILDING&CONSTRUCTION		017706	2ND PAYMENT ON ANIMAL SHELTER ADDITION	17,605.33
		Printed On Check 009893				
					Voucher Totals	17,605.33
Voucher No.	08-5074	Vendor SUE M LAKE	SUE M LAKE			
08-0112	01-9100-332-	LEGAL FEES		017661	LEGAL FEES FOR JOHNIE & JEWELL JOHNSON	240.00
		Printed On Check 009894				
					Voucher Totals	240.00
Voucher No.	08-5075	Vendor MCA	MEDICAL CLAIMS ASSISTANCE, INC			
08-0112	01-9100-398-	OTHER CONTRACTED SERVICES		017635	AMBULANCE BILLINGS 9% COLLECTED	2,567.53
		Printed On Check 009895				
					Voucher Totals	2,567.53
Voucher No.	08-5076	Vendor FAL OUTLOO	THE FALMOUTH OUTLOOK			
08-0112	01-9100-539-	LEGAL NOTICES		017720	LEGAL ADS	1,181.40
		Printed On Check 009896				
					Voucher Totals	1,181.40
Voucher No.	08-5133	Vendor STACEYWELL	STACEY WELLS			
08-0112	01-5025-498-	OTHER SUPPLIES		017723	REIMBURSEMENT FOR TRAVEL 137 MILES @ .43 A MILE	58.91
		Printed On Check 009897				
					Voucher Totals	58.91
Voucher No.	08-5134	Vendor CO CLERK	PENDLETON COUNTY CLERK			
08-0113	01-8000-742-	CAPITAL PROJECT-BUILDING&CONSTRUCTION		017738	RECORDING DEEDS FOR JUSTICE CENTER	118.00
		Printed On Check 009898				
					Voucher Totals	118.00
42 Vouchers Printed Totalling						240,475.83

Road Fund

From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5077	Vendor OFFICEDEPO	OFFICE DEPOT			
08-0212	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES	418438589-001	022976	OFFICE SUPPLIES	2.28
		Printed On Check 005085				
					Voucher Totals	2.28
Voucher No.	08-5078	Vendor HILLTOP	HILLTOP STONE LLC			
08-0212	02-6105-409-	CRUSHED STONE & GRAVEL		022961	CRUSHED STONE AND GRAVEL 1-17 THRU 1-31-08	395.88
		Printed On Check 005086				
					Voucher Totals	395.88
Voucher No.	08-5079	Vendor CARMEUSE	CARMEUSE LIME & STONE, INC			
08-0212	02-6105-409-	CRUSHED STONE & GRAVEL	91224231	022980	CRUSHED STONE AND GRAVEL	63.91
		Printed On Check 005067				
					Voucher Totals	63.91
Voucher No.	08-5080	Vendor FLEETONE	FLEETONE LLC			
08-0212	02-6105-455-	PETROLEUM PRODUCTS		022945	JANUARY PETROLEUM PRODUCTS	3,459.98
		Printed On Check 005068				
					Voucher Totals	3,459.98
Voucher No.	08-5081	Vendor MAGO	MAGO CONSTRUCTION CO, INC			
08-0212	02-6105-447-	ROAD MATERIALS	444758 44502	022965	182.36 TON OF COLD PATCH	15,443.35
		Printed On Check 005069				
					Voucher Totals	15,443.35
Voucher No.	08-5082	Vendor FAB-N-WELD	FAB-N-WELD			
08-0212	02-6105-447-	ROAD MATERIALS	8006	022978	ROAD MATERIAL	110.00
		Printed On Check 005070				
					Voucher Totals	110.00
Voucher No.	08-5083	Vendor FREIGHTLIN	FREIGHTLINER TRUCKS			
08-0212	02-6105-447-	ROAD MATERIALS		022972	ROAD MATERIALS	30.47
		Printed On Check 005071				
					Voucher Totals	30.47
Voucher No.	08-5084	Vendor CONRAD	CONRAD HARDWARE AND FURNITURE			
08-0212	02-6105-447-	ROAD MATERIALS		022949	ROAD MATERIALS	20.00
		Printed On Check 005072				
					Voucher Totals	20.00
Voucher No.	08-5085	Vendor C WORKMAN	CAROL WORKMAN			
08-0212	02-9100-587-	REFUNDS		022979	REFUND ON CULVERT PIPE PAYMENT	200.00
		Printed On Check 005073				
					Voucher Totals	200.00
Voucher No.	08-5086	Vendor KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH			
08-0212	02-6105-447-	ROAD MATERIALS		022948	ROAD MATERIALS	43.87
		Printed On Check 005074				
					Voucher Totals	43.87
Voucher No.	08-5087	Vendor MORTONSALT	MORTON INTERNATIONAL			
08-0212	02-6105-447-	ROAD MATERIALS	464207	022960	SAFE-T-SALT	5,284.40
		Printed On Check 005075				
					Voucher Totals	5,284.40
Voucher No.	08-5088	Vendor PEOPLES TR	PEOPLES TROPHIES & AWARDS			
08-0212	02-6105-447-	ROAD MATERIALS	917	022963	INSPECTION FORMS	85.00
		Printed On Check 005076				
					Voucher Totals	85.00

Road Fund

From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5089	Vendor FLORENCE	FLORENCE HEATING & AIR CONDITIONING			
08-0212	02-6105-447-	ROAD MATERIALS				
		Printed On Check 005077		022970	FURNACE MAINTENANCE	
					Voucher Date	02/12/2008
					Voucher Totals	124.23
Voucher No.	08-5090	Vendor KAFFENENBU	KAFFENBARGER TRUCK EQUIPMENT			
08-0212	02-6105-447-	ROAD MATERIALS				
		Printed On Check 005078	674022	022967	ROAD MATERIALS	
					Voucher Date	02/12/2008
					Voucher Totals	44.35
Voucher No.	08-5091	Vendor MOBILCOM	MOBILCOMM INC			
08-0212	02-6105-447-	ROAD MATERIALS				
		Printed On Check 005079		022975	FEBRUARY RADIO SERVICE CONTRACT ROAD DEPT	
					Voucher Date	02/12/2008
					Voucher Totals	105.00
Voucher No.	08-5092	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.			
08-0212	02-6105-447-	ROAD MATERIALS				
		Printed On Check 005080		022938	ROAD MATERIALS	
					Voucher Date	02/12/2008
					Voucher Totals	502.30
Voucher No.	08-5093	Vendor ANDER. EQU	ANDERSON'S EQUIPMENT CO.			
08-0212	02-6105-447-	ROAD MATERIALS				
		Printed On Check 005081		022953	CHAIN SAW MAINTENANCE	
					Voucher Date	02/12/2008
					Voucher Totals	133.13
Voucher No.	08-5094	Vendor BARNES	BARNES HARDWARE AND LUMBER			
08-0212	02-6105-447-	ROAD MATERIALS				
		Printed On Check 005082		022947	ROAD MATERIALS	
					Voucher Date	02/12/2008
					Voucher Totals	237.66
Voucher No.	08-5095	Vendor ACE	FALMOUTH ACE HARDWARE			
08-0212	02-6105-447-	ROAD MATERIALS				
		Printed On Check 005083		022937	JANUARY ROAD SUPPLIES	
					Voucher Date	02/12/2008
					Voucher Totals	112.91
Voucher No.	08-5096	Vendor OFFICEDEPO	OFFICE DEPOT			
08-0212	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES				
		Printed On Check 005084		022950	OFFICE SUPPLIES	
					Voucher Date	02/12/2008
					Voucher Totals	171.87
Voucher No.	08-5097	Vendor CREATIVE	MICHELE HAMILTON-CREATIVE COMPUTER			
08-0212	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES				
		Printed On Check 005085		022959	MICROSOFT OFFICE PRO 2007 (2 LICENSE)	
					Voucher Date	02/12/2008
					Voucher Totals	653.82
Voucher No.	08-5098	Vendor ENGLISHFO	RON ENGLISH / ENGLISH FOUNDATIONS			
08-0212	02-6105-312-	BRIDGES				
		Printed On Check 005086	042639	022969	CONCRETE, STEEL AND LABOR - HAYES STATION ROAD	
					Voucher Date	02/12/2008
					Voucher Totals	2,800.00
Voucher No.	08-5099	Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA			
08-0212	02-7700-606-	INTEREST ON LEASE				
		Printed On Check 005087		022966	LEASE PAYMENT 2 ON MAC TRUCK	
					Voucher Date	02/12/2008
					Voucher Totals	386.12
					Voucher Totals	386.12
					23 Vouchers Printed Totalling	30,410.53

Jail Fund

From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5100	Vendor BOONEJAIL	BOONE COUNTY JAIL			
08-0312	03-5101-314-	CONTRACT WITH OTHER COUNTIES				
		Printed On Check 004618		031383	JANUARY INMATE HOUSING 440 DAYS @ \$35.00	
					Voucher Date	02/12/2008
					Voucher Totals	15,400.00
Voucher No.	08-5101	Vendor SHERIFF	PENDLETON COUNTY SHERIFF			
08-0312	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES				
		Printed On Check 004619		031378	JANUARY SALARIES - 2 TRANSPORT OFFICERS	
					Voucher Date	02/12/2008
					Voucher Totals	5,114.79
Voucher No.	08-5102	Vendor SHERIFF	PENDLETON COUNTY SHERIFF			
08-0312	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.				
		Printed On Check 004620		031381	JANUARY TRANSPORTS 3200 MILES @ .35 A MILE	
					Voucher Date	02/12/2008
					Voucher Totals	1,120.00
Voucher No.	08-5103	Vendor FLEETONE	FLEETONE LLC			
08-0312	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.				
		Printed On Check 004621		031380	JANUARY PETROLEUM PRODUCTS	
					Voucher Date	02/12/2008
					Voucher Totals	1,015.81
Voucher No.	08-5104	Vendor BURL FIRE	BURLINGTON FIRE PROTECTION DISTRICT			
08-0312	03-5101-549-	ROUTINE MEDICAL				
		Printed On Check 004622		031376	AMBULANCE TRANSPORT FOR INMATE F. HERALD	
					Voucher Date	02/12/2008
					Voucher Totals	795.00
Voucher No.	08-5105	Vendor BURLPHARMA	BURLINGTON PHARMACY			
08-0312	03-5101-549-	ROUTINE MEDICAL				
		Printed On Check 004623		031375	MEDICATION FOR INMATE J. HENDERSON	
					Voucher Date	02/12/2008
					Voucher Totals	18.86
Voucher No.	08-5106	Vendor J & L TIRE	GARY HARDY / J&L TIRE SERVICE			
08-0312	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES				
		Printed On Check 004624		031374	JAILER CAR #4 MAINTENANCE	
					Voucher Date	02/12/2008
					Voucher Totals	119.10
					Voucher Totals	119.10
					7 Vouchers Printed Totalling	23,583.56

L.G.E.A. Fund

From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5107	Vendor FALMOUTH CITY OF FALMOUTH				
08-0412	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041744	JANUARY FIRE RUNS	4,910.00
		Printed On Check 002963				
					Voucher Totals	4,910.00
Voucher No.	08-5108	Vendor ACE FALMOUTH ACE HARDWARE				
08-0412	04-5135-499-	OTHER SUPPLIES		041735	CERAMIC HEATER FOR TRAILER	49.99
		Printed On Check 002964				
					Voucher Totals	49.99
Voucher No.	08-5109	Vendor JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES				
08-0412	04-5135-571-	RENEWALS AND REPAIRS	4196	041742	LABOR & MATERIAL OUTLET IN COMMAND POST TRAILER	90.24
		Printed On Check 002965				
					Voucher Totals	90.24
Voucher No.	08-5110	Vendor JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES				
08-0412	04-5135-571-	RENEWALS AND REPAIRS	4191	041736	ELECTRICAL PROBLEMS WITH STANDBY GENERATOR	60.00
		Printed On Check 002966				
					Voucher Totals	60.00
Voucher No.	08-5111	Vendor CREATIVE MICHELE HAMILTON-CREATIVE COMPUTER				
08-0412	04-5135-590-	COMPUTER MAINTENANCE	765& 764	041740	COMPUTER SERVICE	179.00
		Printed On Check 002967				
					Voucher Totals	179.00
Voucher No.	08-5112	Vendor CAMP SAFET CAMP SAFETY EQUIPMENT				
08-0412	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041745	DOCKING STATION & COMPUTER BASE TELESCOPE INSTALI	1,927.00
		Printed On Check 002968				
					Voucher Totals	1,927.00
Voucher No.	08-5113	Vendor CDW-G CDW-G				
08-0412	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041733	MDT EQUIPMENT - HOMELAND SECURITY GRANT	466.00
		Printed On Check 002969				
					Voucher Totals	466.00
Voucher No.	08-5114	Vendor IND. COMM. INDEPENDENCE COMMUNICATIONS, INC.				
08-0412	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041731	MDT - HARDWARE AND SOFTWARE	8,740.00
		Printed On Check 002970				
					Voucher Totals	8,740.00
Voucher No.	08-5115	Vendor OFFICEDEPO OFFICE DEPOT				
08-0412	04-5405-445-	OFFICE EXPENSES	417905719-001	041739	OFFICE SUPPLIES	10.24
		Printed On Check 002971				
					Voucher Totals	10.24
9 Vouchers Printed Totalling						16,432.47

Ambulance Fund

From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5116	Vendor PEND EMS PENDLETON COUNTY EMS, INC				
08-0912	09-5140-303-	AMBULANCE SERVICE		092185	JANUARY 2ND AMBULANCE RUNS, TAXES & INSURANCE	162.31
		Printed On Check 003360				
					Voucher Totals	162.31
Voucher No.	08-5117	Vendor ACE FALMOUTH ACE HARDWARE				
08-0912	09-5140-411-	CUSTODIAL SUPPLIES		092156	JANUARY CUSTODIAL SUPPLIES	26.74
		Printed On Check 003361				
					Voucher Totals	26.74
Voucher No.	08-5118	Vendor FLEETONE FLEETONE LLC				
08-0912	09-5140-455-	GAS, OIL, ETC		092162	JANUARY PETROLEUM PRODUCTS	1,598.36
		Printed On Check 003362				
					Voucher Totals	1,598.36
Voucher No.	08-5119	Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.				
08-0912	09-5140-550-	MEDICAL SUPPLIES		092152	CYLINDER RENTAL & OXYGEN	549.35
		Printed On Check 003363				
					Voucher Totals	549.35
Voucher No.	08-5120	Vendor BOUNDTREE BOUND TREE MEDICAL, LLC				
08-0912	09-5140-550-	MEDICAL SUPPLIES	80040847	092151	EQUIPMENT FOR AMBULANCE	68.00
		Printed On Check 003364				
					Voucher Totals	68.00
Voucher No.	08-5121	Vendor POST OFFIC U S POST OFFICE				
08-0912	09-5140-583-	POSTAGE COSTS		092164	POST OFFICE BOX #221 FOR 2008	56.00
		Printed On Check 003365				
					Voucher Totals	56.00
Voucher No.	08-5122	Vendor NORTON TIM NORTON AUTO SERVICE L.L.C.				
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	12946	092163	MAINTENANCE ON 2007 CHEVROLET C4500	170.00
		Printed On Check 003366				
					Voucher Totals	170.00
Voucher No.	08-5123	Vendor MCCLUSKEY MCCLUSKEY CHEVROLET, INC				
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092150	MAINTENANCE ON VEHICLE	183.24
		Printed On Check 003367				
					Voucher Totals	183.24
Voucher No.	08-5124	Vendor KY MOTOR KENTUCKY MOTOR SERVICE FALMOUTH				
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092147	MAINTENANCE ON VEHICLES	27.96
		Printed On Check 003368				
					Voucher Totals	27.96
Voucher No.	08-5125	Vendor CHUCKS CHUCK'S AUTO BODY, INC.				
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092157	DAMAGES TO AMBULANCE AFTER HITTING DEER	1,339.49
		Printed On Check 003369				
					Voucher Totals	1,339.49
Voucher No.	08-5126	Vendor TRANS CARE TRANS CARE OF KENTUCKY INC.				
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	3113	092158	REPAIRS TO RENTAL AMBULANCE	458.50
		Printed On Check 003370				
					Voucher Totals	458.50
Voucher No.	08-5127	Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC.				
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092148	VEHICLE MAINTENANCE	41.02
		Printed On Check 003371				
					Voucher Totals	41.02

Ambulance Fund
From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5128 Vendor TRI-STATE TRI-STATE STERLING TRUCKS, INC. Voucher Date 02/12/2008						
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092149	MAINTENANCE ON VEHICLES	378.64
		Printed On Check 003372				
Voucher Totals						378.64
Voucher No. 08-5129 Vendor LIFESTARRE LIFE STAR RESCUE INC Voucher Date 02/12/2008						
08-0912	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	18080	092161	SIMULATORS WITH FILL HOSES	294.21
		Printed On Check 003373				
Voucher Totals						294.21
Voucher No. 08-5130 Vendor US BANK CR U.S. BANK CT - LOUISVILLE, KY Voucher Date 02/12/2008						
08-0912	09-7500-607-	INTEREST ON AMBULANCE LOAN		092154	AMBULANCE LEASE PAYMENT #5	296.46
		Printed On Check 003374				
Voucher Totals						296.46
15 Vouchers Printed Totalling						6,150.28

911 Fund Fund
From: 02/12/2008 To: 02/13/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5131 Vendor MOBILCOM MOBILCOMM INC Voucher Date 02/12/2008						
08-7512	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	695406	751033	JANUARY MAINTENANCE CONTRACT 911	96.10
		Printed On Check 001727				
Voucher Totals						96.10
Voucher No. 08-5132 Vendor HENRY BERT HENRY BERTRAM Voucher Date 02/12/2008						
08-7512	75-5145-563-	911 POSTAL COSTS		751032	REIMBURSEMENT FOR POSTAGE	11.54
		Printed On Check 001728				
Voucher Totals						11.54
2 Vouchers Printed Totalling						107.64

In Re: Adjournment.

A motion was made by Squire Wells, seconded by Squire Whaley, carried, that this meeting be adjourned, to meet again in regular session on February 26TH, 2008 at 7:00 P.M., Subject to any call meetings.

PENDLETON COUNTY JUDGE/EXECUTIVE

PENDLETON COUNTY CLERK